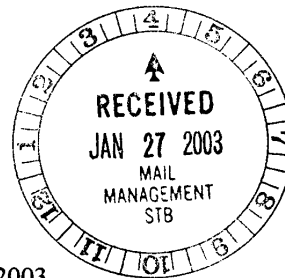


207116

LAW OFFICES  
FRITZ R. KAHN, P.C.  
EIGHTH FLOOR  
1920 N STREET, N.W.  
WASHINGTON, D.C. 20036-1601

(202) 263-4152  
FAX (202) 331-8330  
e-mail: xicgc@worldnet.att.net

ORIGINAL



January 27, 2003

VIA HAND DELIVERY - RETURN COPY

Hon. Vernon A. Williams  
Secretary  
Surface Transportation Board  
1925 K Street, NW (7<sup>th</sup> fl.)  
Washington, DC 20423-0001

Dear Secretary Williams:


Enclosed for filing in STB Docket No. MC-F-20994, New Jersey Transit Bus Operations, Inc.-Pooling-Academy Express, L.L.C., are the original and ten copies of the Joint Application of New Jersey Transit Bus Operations, Inc., and Academy Lines, L.L.C. and the original and ten copies of the Petition for Exemption of New Jersey Transit Bus Operations, Inc., and Academy Lines, L.L.C. The latter respectfully asks for expedited consideration.

This firm's check for \$3,200.00 in payment of the filing fee is attached.

Additional copies of this letter and of the Application and Petition are enclosed for you to stamp to acknowledge your receipt of them and to return to me via the messenger.

If you have any question concerning the foregoing which you believe I may be able to answer or if I otherwise can be of assistance, please let me know.

Sincerely yours,

  
Fritz R. Kahn

**FEE RECEIVED**

enc.

JAN 27 2003

SURFACE  
TRANSPORTATION BOARD

ENTERED  
Office of Proceedings

JAN 27 2003

Part of  
Public Record

**FILED**

JAN 27 2003

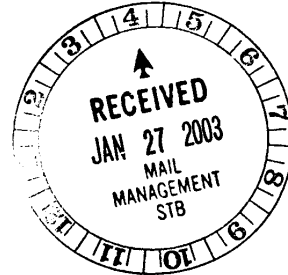
STB  
FILED

**ORIGINAL**

SURFACE TRANSPORTATION BOARD  
WASHINGTON, DC 20423

STB Docket No. MC-F-20994

207116  
NEW JERSEY TRANSIT BUS OPERATIONS, INC.  
-- POOLING --  
ACADEMY EXPRESS, L.L.C.



JOINT APPLICATION  
OF  
NEW JERSEY TRANSIT BUS OPERATIONS, INC.  
and ACADEMY LINES, L.L.C.

**FILED**

JAN 27 2003

TELEPHONE RECORD

ENTERED  
Office of Proceedings

JAN 27 2003

Part of  
Public Record

Dated: January 27, 2003

E. Philip Isaac  
Deputy Attorney General  
One Penn Plaza East  
Newark, NJ 07105-2246  
Tel.: (973) 491-7037

Attorney for

NJ TRANSIT BUS OPERATIONS, INC.

Joseph J. Ferrara  
111 Paterson Avenue  
Hoboken, NJ 07030  
Tel.: (201) 798-5010

Attorney for

ACADEMY LINES, L.L.C.

**FEE RECEIVED**

JAN 27 2003

SURFACE  
TRANSPORTATION BOARD

SURFACE TRANSPORTATION BOARD  
WASHINGTON, DC 20423

STB Docket No. MC-F-20994

NJ TRANSIT BUS OPERATIONS, INC.  
- POOLING -  
ACADEMY LINES, L.L.C

JOINT APPLICATION  
OF  
NJ TRANSIT BUS OPERATIONS, INC.  
and ACADEMY LINES, L.L.C.



Applicants, NJ TRANSIT Bus Operations, Inc., (hereinafter referred to as "NJT Bus"), and Academy Lines, L.L.C. ("Academy"), pursuant to 49 U.S.C. 14302 and 49 C.F.R. 1184.1, et seq., request Surface Transportation Board ("Board") approval to pool pursuant to an agreement portions of their bus services, a copy of which agreement is attached as Appendix 1, and in support thereof Applicants state, as follows:

A. Identification of Applicants

1. Applicant, NJT Bus, is a corporation of the State of New Jersey, with its principal office at One Penn Plaza East, Newark, New Jersey 07105, telephone number (973)491-7000. NJT Bus is a wholly owned subsidiary of the New Jersey Transit Corporation (hereinafter "NJ TRANSIT"), with its principal office at One Penn Plaza East, Newark, New Jersey, 07105, telephone Number (973) 491-7000. NJ TRANSIT is an instrumentality of the State of New Jersey exercising public and essential governmental functions.

NJ TRANSIT was created by the New Jersey Public Transportation Act of 1979 (N.J.S.A. 27:25-1 et seq.). NJT Bus is a motor carrier of passengers in interstate commerce pursuant to operating authorities issued by the Board's predecessor the Interstate Commerce Commission ("ICC"), in Docket No. MC-3647 and sub-numbered proceedings thereunder, and is subject to the jurisdiction of the Board. NJT Bus operates a fleet of about 2,025 buses over approximately 238 bus routes, including commuter operations to and from the Port Authority Bus Terminal in New York, NY ("PABT").

2. Academy is a privately held New Jersey limited liability company, with its principal office at 111 Paterson Avenue, Hoboken, NJ 07030, telephone number (201)420-7000, subject to the jurisdiction of the Board and rendering scheduled, regular-route intercity operations as a motor carrier of passengers, pursuant to authority granted it in Docket No. MC-413682 and sub-numbered proceedings. It operates a fleet of over 600 buses, primarily in commuter operations from several origins in New Jersey to various locations in New York, NY, including the PABT.

B. The existing service pool.

1. By its Decision, entered March 12, 1991, in Docket No. MC-F-19737, NJ TRANSIT Bus Operations, Inc. - Pooling - Suburban Trails, Inc., the ICC, approved a service pooling agreement between NJT Bus and Suburban Trails, Inc. ("Suburban"), for the two carriers' operations over U.S. Highway 9, between Lakewood, NJ, and New York, NY, serving a number of intermediate points, including Jackson, Howell, Freehold Borough and Township, Manalapan, Marlboro

and Old Bridge, NJ (the "Route 9 Corridor").

2. The ICC found that allowing the two bus lines to rationalize their schedules for the Route 9 Corridor operations would provide the public and their passengers with alternative transportation options, resulting in more frequent and convenient motorbus service, without unreasonably restraining competition.

3. In the intervening decade of operations of the service pool, the pooling agreement between NJT Bus and Suburban has exceeded expectations. The ability of commuters to purchase tickets at uniform fares established by NJ TRANSIT and board the buses of either motor carrier, regardless of whose tickets they had purchased, and to depart from and arrive at commonly served facilities has greatly lessened the burden of traveling to and from work. Moreover, having to wait less time for the buses as a result of the more frequent and better coordinated departures that the motor carriers were able to achieve pursuant to their service pooling agreement has rendered the passengers' commute far more tolerable than it otherwise would be.

#### C. The proposed service pool

1. For reasons about which a reasonable person cannot speculate, Suburban has ceased serving the Route 9 Corridor and exited from that market effective January 3, 2003. Consequently, Suburban has withdrawn from the Route 9 pooling agreement and has asked NJ TRANSIT to consider allowing a similar pooling arrangement with Academy. Following negotiations between NJ TRANSIT and Academy, the parties agreed that it would be in their joint

interest and in the beneficial interest of the public to enter into a pooling agreement as per the terms and conditions of the appended agreement.

2. Academy presently is a competitor in the Route 9 Corridor, albeit to and from the Wall Street area of lower Manhattan, rather than to and from the PABT in midtown Manhattan. Under the negotiated pooling agreement however, Academy proposes to render service to and from the PABT, as per the terms and conditions set forth in the appended agreement between NJT Bus and Academy.

3. Academy is prepared to step into the shoes of Suburban and NJ TRANSIT and NJT Bus are willing to have it do so consistent with the terms and conditions agreed to by the parties in the appended agreement. The service pooling agreement which Applicants ask the Board to approve, couched in terms and conditions very similar to that of the service pooling agreement between NJT Bus and Suburban, is intended to effect such substitution.

4. NJT Bus currently operates approximately 123 daily weekday peak period trips in the Route 9 Corridor to and from midtown Manhattan, and Academy anticipates operating approximately 74 daily weekday peak period trips. NJT Bus will provide some service on Saturdays and Sundays but on a substantially reduced basis compared with weekday schedules.

5. Applicants request Board approval of their service pooling agreement so as to permit them to coordinate their schedules and fares. The public will be far better served if the departures of both companies' buses can be evenly spaced, thereby reducing the

waiting time for their passengers and providing them greater convenience. Likewise, a uniform fare structure established by the Board of Directors of NJ TRANSIT and NJT Bus, as permitted by New Jersey law, will ensure a stable fare structure for the carriers and the public.

6. NJT Bus will accept the tickets sold by Academy as Academy will accept the tickets sold by NJT Bus. Thus, the commuter will be able to board the first bus to come along, regardless of whose ticket he or she may be holding.

7. Applicants do not intend to pool revenues or share expenses, except for the costs associated with preparing and printing of public timetables showing the combined coordinated services of NJT Bus and Academy on the Route 9 Corridor and PABT gate and platform fees. While not pooling revenues, Applicants do intend to cross-honor their independently sold commutation tickets and to reimburse one another accordingly.

8. In order to efficiently implement the pooling agreement and effectuate the cross-honoring of tickets, Applicants have agreed that Academy shall only charge fares on the Route 9 Corridor in accordance with fares and changes approved and directed by NJ TRANSIT. NJ TRANSIT is an instrumentality of the State of New Jersey exercising public and essential governmental function in the creation and provision of efficient, coordinated, safe and responsive public transportation which promotes mobility, fosters commerce, conserves energy, protects the environment, and serves the needs of the transit dependent. Pursuant to its statutory

mission, NJ TRANSIT encourages the avoidance of destructive competition and, to the maximum extent feasible, the participation of private enterprise. N.J.S.A. 27:25-1 et. seq. NJ TRANSIT and NJT Bus' Board of Directors consists of seven members, including the State's Commissioner of Transportation who serves as the Board's Chairperson, the State's Treasurer, another representative of the State's Executive Branch selected by the State's Governor and four other public members appointed by the State's Governor with the advice and consent of the State's Senate. All actions taken by the Board of Directors must receive the approval of the State's Governor, who may veto any action taken by the Board of Directors within ten days of the delivery to the Governor of the Board's minutes. NJ TRANSIT Board actions are subject to the laws of the State of New Jersey, including the State's Open Public Meetings Act. Any Board action to increase fares is additionally subject to a statutory requirement that public hearings be held by NJ TRANSIT prior to the raising of fares in order to obtain the public's views.

9. Academy will operate from the gates in the PABT used by NJT Bus, which have been utilized by Suburban. Thus, passengers will be boarding and alighting from buses at the same locations both in New York and in the communities along the Route 9 Corridor, further adding to their convenience.

10. While of great benefit to the riding public, Board approval of the service pooling agreement will likewise inure to the benefit of both NJT Bus and Academy, for the load factors on



the two carriers' buses will be more evenly distributed, rendering their operations more efficient and economical.

11. Board approval of the service pooling agreement will not unreasonably reduce competition. The greatest competition that both NJ Transit and Academy encounter, in the Route 9 Corridor no less than elsewhere, is from the private automobile. The two companies constantly are striving to encourage commuters to leave their cars at home and utilize the public transportation services that they provide. Moreover, some of the communities within the Route 9 Corridor are within relatively short distances from the North Jersey Coast Line and Northeast Corridor Line on both of which lines the railroad subsidiary of NJ TRANSIT operates commuter trains to and from Penn Station in New York, NY. Amtrak offers additional service on the Northeast Corridor Line which is available as a transportation alternative.

12. NJT Bus and Academy, subject to the approval of the Board have entered into a coordinated Service Agreement to pool their Route 9 Corridor services, a copy of the Service Agreement being appended hereto as Appendix 1 and made a part hereof. The Board's approval of said agreement will be in the interest of better service to the public, will enhance economy of operations, will benefit the people of the State of New Jersey in being provided efficient, coordinated, safe and responsive public transportation, will help conserve limited fuel and energy resources, will promote protection of the environment, and will not unreasonably restrain competition.

13. The Board of Directors of NJT Bus and NJ TRANSIT has approved the agreement for the pooling of the Route 9 Corridor services of NJT Bus and Academy as set forth in the appended agreement. The State of New Jersey, through its instrumentality NJ TRANSIT, has determined, pursuant to its statutory mission, that the agreement for pooling the Route 9 Corridor services of the Applicants, as set forth in the appended agreement is in furtherance of providing an efficient, effective and coordinated public transportation system for residents of the State of New Jersey.

14. The ICC's Office of Economics in July 1993 released a study on The U.S. Intercity Regular Route Passenger Bus Industry - A Current Assessment. At page 66, it recommended:

The bus industry should be encouraged to continue its negotiations and to resolve as many issues as possible from within. As noted in this report, there is a great deal of interdependence within the industry, in large part, because of the extensive competition from other modes. Therefore, it is in the bus industry's best interest to work together to revitalize this industry by lowering costs and by improving service to passengers.

The recommendations of the study would be furthered by Board approval of the proposed service pooling agreement. Certainly, as already noted, the Agreement will assist NJT Bus and Academy in lowering operating costs in their Route 9 Corridor operations and improving service to the commuters to and from New York City, without impairing competition. See, STB Docket No. MC-F-20915, Suburban Transit Corp., et al. - Pooling American Limousine

Service, served June 4, 1998.

D. No need for hearing

1. The Board readily can determine that Applicants' proposed service pooling agreement is not of major transportation importance. Essentially, it simply replaces a service pooling agreement which has been in effect for ten years' time, with evident benefit to the commuters utilizing the Route 9 Corridor in getting to and from New York City. Academy merely would replace Suburban as the motor carrier of passengers participating in the pooled operations with NJT Bus as per the terms and conditions in the attached pooling agreement between the parties. Passengers should hardly notice any change as a result of the substitution of the one company for the other, except for the obvious differences in the colors and logos of their buses. NJT Bus and Academy anticipate operating the same schedules, at the same times and to and from the same terminals as NJT Bus and Suburban had. The effect of the change-over on the riding public, accordingly, will be minimal.

2. Moreover, the Board well can find that its approval of the proposed service pooling agreement between NJT Bus and Academy will not unduly restrain competition. As already noted, the most pervasive competition is provided by the private automobile, and, as anyone who has driven on U.S. Highway 9 or the New Jersey Turnpike or Garden State Parkway during the morning or evening rush hours to and from New York City knows these roads, at times, turn into virtual automobile parking lots. Moreover, as previously cited

there exists regular\_commuter train service rendered by the rail arm of New Jersey Transit Corporation on the not-too-distant North Jersey Coast Line and the Northeast Corridor Line, which also is served by Amtrak.

3. The Board comfortably can conclude that the proposed service pooling agreement between NJT Bus and Academy is neither of major transportation importance nor will it unduly restrain competition. The Board, pursuant to 49 U.S.C. 14302(c)(2), should therefor approve and authorize the service pooling agreement without a hearing.

#### E. Environmental impact

The Board's approval of the service pooling agreement will not significantly affect the quality of the human environment or the consumption of energy resources. Moreover, as it relates to the prior NJT Bus-Suburban pooling agreement, the environmental impact of the proposed service pooling agreement between NJT Bus and Academy is not expected to be any different.

#### F. Required certifications

1. Applicants, through their authorized representatives, state that excerpts of their certificates of public convenience and necessity authorizing their Route 9 Corridor operations are appended as Appendix 2.

2. Applicants, through their authorized representatives, state that the fares to be assessed in their Route 9 Corridor operations do not violate the restrictions on collective ratemaking

contained in 49 U.S.C. Subtitle IV and Board regulations.

3. Applicants, through their authorized representatives, state that they are unaware of any other bus lines rendering commuter bus operations between points on the Route 9 Corridor and New York, NY, and none has been excluded from the appended agreement.

4. Applicants, through their authorized representatives, state that the proposed pooling agreement, relating to commuter bus operations between points on the Route 9 Corridor and New York, NY, will have no effect on the national transportation system.

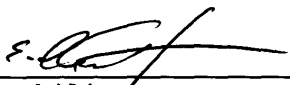
5. Applicants, through their authorized representatives, state that the representations made in the instant Application are, to the best of Applicants' knowledge and belief, true and complete.

WHEREFORE, Applicants, NJT Bus and Academy hereby ask that the Board approve their service pooling agreement as set forth herein.

Respectfully submitted,

**NJ TRANSIT BUS OPERATIONS, INC.**  
By its attorney,

DAVID SAMSON  
Attorney General of New Jersey

By:   
\_\_\_\_\_  
E. Philip Isaac  
Deputy Attorney General  
One Penn Plaza East  
Sixth Floor  
Newark, NJ 07105-2246  
Tel.: (973) 491-7037

ACADEMY LINES, L.L.C.

By its attorney,

JOSEPH J. FERRARA, ESQ.

By: 

Joseph J. Ferrara, Esq.  
111 Paterson Avenue  
Hoboken, NJ 07030  
Tel. (201) 798-5010

Dated: January 22, 2003

**APPENDIX 1**

**SERVICE POOLING AGREEMENT**

**AGREEMENT FOR THE  
COORDINATION OF MOTOR BUS PASSENGER SERVICE  
ON THE ROUTE 9 CORRIDOR TO AND FROM MIDTOWN MANHATTAN  
BETWEEN ACADEMY LINES, LLC  
AND NEW JERSEY TRANSIT CORPORATION**

This Agreement is made on January 3, 2003 with an effective date as set forth in this Agreement, by and between the New Jersey Transit Corporation, an instrumentality of the State of New Jersey, NJ TRANSIT Bus Operations, Inc., the wholly owned subsidiary of New Jersey Transit Corporation, (hereinafter jointly referred to as "NJ TRANSIT") and Academy Lines, LLC (hereinafter "Academy"), a New Jersey corporation having its principal place of business at 111 Paterson Avenue, Hoboken, New Jersey 07030.

**WITNESSETH:**

**Whereas**, NJ TRANSIT was created by the State of New Jersey and given the powers necessary to create an efficient, effective and coordinated public transportation system; and

**Whereas**, NJ TRANSIT, in furtherance of its statutory purposes and goals, has created NJ TRANSIT Bus Operations, Inc. as its operating subsidiary to provide essential bus services to the residents of New Jersey; and

**Whereas**, NJ TRANSIT and Academy each hold operating rights from appropriate governmental agencies authorizing them in part to transport passengers between the same points and over the same route, and in fact, operate in such market known as the Route 9 Corridor; and

**Whereas**, pursuant to a Consent Order entered in October 1983 Academy was barred from operating on the Route 9 Corridor to and from midtown Manhattan and such ban remains valid and in effect and NJ TRANSIT agrees to permit and Academy agrees to operate on the Route 9 Corridor to and from



midtown Manhattan only as provided under the conditions, limitations, and duration set forth in this Agreement; and

**Whereas**, a coordinated service on the Route 9 Corridor will provide quality service to the riding public and allow both carriers to provide a more efficient, and effective service; and

**Whereas**, the parties believe that a coordinated service is in the mutual best interest of the parties and Route 9 Corridor riders and is in furtherance of NJ TRANSIT's statutory purposes and goals of providing an efficient, effective and coordinated public transportation system; and

**Whereas**, since May 1991 NJ TRANSIT has operated coordinated service on the Route 9 Corridor with Suburban Trails, a subsidiary of Coach USA, pursuant to a coordinated service agreement dated October 10, 1990; and

**Whereas**, the executed coordinated service agreement between NJ TRANSIT, Suburban Trails, and Suburban Transit Corp. continued in effect for ten (10) years from its effective date but has functionally remained in effect thereafter to the current date with all terms thereto being honored by both parties; and

**Whereas**, NJ TRANSIT has been requested by Coach USA to grant its approval to allow Academy Lines, LLC to operate coordinated bus service with NJ TRANSIT on the Route 9 Corridor to midtown Manhattan; and

**Whereas**, NJ TRANSIT has determined that its approval to the operation of coordinated service on the Route 9 Corridor by Academy is contingent upon the execution of a separate complete agreement between NJ TRANSIT and Academy with the representations, mutual covenants and agreements set forth herein; and

**Whereas**, the NJ TRANSIT Board of Directors has authorized the execution of this Agreement, subject to obtaining any and all governmental approvals required;

**Now Therefore**, in consideration of the mutual covenants and conditions contained herein, including the above "whereas" provisions, the parties hereto covenant and agree with each other as follows:

## **Section 1: Coordination of Service; Fares; Schedules**

- 1.1 During the period of this Agreement NJ TRANSIT and Academy (hereinafter jointly referred to as the "Carriers") will coordinate their bus operations between the points and over the route or routes described in Exhibit A (hereinafter referred to as the "Route 9 Corridor"). The Carriers shall operate in accordance with the schedule set forth in Exhibit B and charge the fares set forth in Exhibit C, or such common fares as determined exclusively by NJ TRANSIT, in the sole exercise of its policy and business judgment, determined in accordance with Section 1.5. When either carrier desires changes to be made to the existing schedule, it shall first consult with the other carrier and attempt to agree on a new schedule. All schedule changes shall be made in accordance with the methodology presented on Exhibit B.
- 1.2 The one way and ten trip tickets of both carriers will be universally accepted for appropriately zoned trips on the buses of each carrier on the Route 9 Corridor. The honoring and reconciliation of tickets in conjunction with the coordinated service under this Agreement shall be as set forth in Exhibit D.
- 1.3 Upon presentation by a passenger, Academy shall also accept an NJ TRANSIT Monthly Pass for appropriately zoned trips. Academy shall be compensated for acceptance of the NJ TRANSIT Monthly Pass in accordance with Exhibit D.
- 1.4 Academy agrees that the format of the public timetable shall be as determined by NJ TRANSIT. The public timetables shall be prepared and printed by NJ TRANSIT for all services operated under this coordination of Route 9 Corridor services. The cost of preparing and printing public timetables shall be split two-thirds to NJ TRANSIT and one-third to Academy. Academy shall receive one-third of all schedules printed.
- 1.5 Academy agrees that it shall only change its fares on the Route 9 Corridor in accordance with changes approved and directed by NJ TRANSIT. If Academy determines that the current fares are not providing it with a fair

return on investment it may request, by way of certified mail or messenger delivery, with proof of delivery, that NJ TRANSIT increase its fares for the service covered by this Agreement. Within ten (10) business days of the receipt of such a request from Academy, NJ TRANSIT may request, and Academy shall provide within ten (10) business days of receipt of NJ TRANSIT's request, any and all material NJ TRANSIT requests and is reasonably necessary to render a business and policy determination in this matter. If NJ TRANSIT fails to authorize the initiation of the statutory process required to increase fares within thirty (30) calendar days after receipt of such material or fails to effect a fare increase within ninety (90) calendar days after receipt of such material, Academy's request for a fare increase shall be deemed to have been denied and Academy may then continue under this Agreement without change or may permanently abandon all of its Route 9 Corridor service under this Agreement and terminate this Agreement. Any fare determination by NJ TRANSIT or failure to make any such determination shall not be subject to arbitration or any claim or grievance by Academy and Academy shall have no recourse whatsoever with respect to fare issues on the Route 9 Corridor.

- 1.6 In the event that either carrier determines that changes in the peak hour trips are required on the Route 9 Corridor as defined in Exhibit A and the other carrier disagrees, NJ TRANSIT's decision shall be exclusive and shall be final and binding on Academy and shall be implemented as directed by NJ TRANSIT and as scheduled. The Carriers agree that any changes to the schedule shall be made in accordance with the criteria in Exhibit B. If Academy disagrees with NJ TRANSIT's action or inaction, Academy shall have the right to permanently abandon all of its Route 9 Corridor service under this Agreement and terminate this Agreement without penalty by NJ TRANSIT, or to request that arbitrators be selected in accordance with Section 6.3 of this Agreement to determine if NJ TRANSIT's decision was reasonable and in accordance with Exhibit B. The arbitrators shall only fashion an appropriate schedule remedy, if any,

which implements a prospective schedule in accordance with Exhibit B of this Agreement and no compensatory, financial, or economic award shall be permitted, except as otherwise provided herein. In the event that Academy alleges and presents prima facie evidence that NJ TRANSIT acted in bad faith, and the arbitrators after a hearing so find consistent with applicable New Jersey law, the arbitrators may issue an appropriate award against NJ TRANSIT consistent with applicable New Jersey law. If the arbitrators ultimately find that NJ TRANSIT did not act in bad faith, the arbitrators may award NJ TRANSIT the reasonable costs incurred in its defense of the bad faith allegation.

- 1.7 The Carriers agree to cooperate to the fullest extent in providing information to support any service or fare changes desired, proposed, or effectuated by NJ TRANSIT and Academy shall offer its best efforts to assist NJ TRANSIT in carrying forth the provisions of N.J.S.A. 27:25-1 et seq. When requested to do so by NJ TRANSIT, Academy will assist NJ TRANSIT by posting notices and maintaining the postings in accordance with applicable laws and regulations.

## **Section 2: Operational Control and Responsibility**

- 2.1 The Carriers shall have, consistent with this Agreement, exclusive control over the daily operation of their respective Route 9 Corridor services. Each carrier shall hold out such services in its own name and not in the name of the other carrier and neither carrier shall be liable in any way for the negligence or violations of the other. Day to day operational decisions will be made by each carrier consistent with Exhibits A and B. However, NJ TRANSIT shall have authority to make any and all service adjustments and all dispatching decisions at the Port Authority Bus Terminal.
- 2.2 "Missed trips" are defined for the purposes of this Agreement as:
  - Any scheduled trip that either does not operate or reach its destination, or

- Any trip that operates so late that it cannot reasonably be incorporated into revenue service by reassignment of the dispatcher during the same normal AM or PM operating period.

The Carriers agree to provide each other with a report by the seventh (7th) calendar day of each calendar month of all scheduled bus trips in the prior calendar month that were missed trips and the reasons therefore. The Carriers will also submit to each other within seven (7) calendar days of such request copies of reports and daily records and other operational data showing all buses that missed trips and the reasons therefore. In the event that NJ TRANSIT determines that there are deficiencies in performance of the service provided, NJ TRANSIT may at its discretion give notice to Academy, in writing, of such deficiencies. Upon receipt of such notice, Academy shall remedy all the deficiencies within five (5) calendar days. In the event that said deficiencies are not reasonably corrected, NJ TRANSIT may declare Academy in default and terminate this Agreement upon giving thirty (30) calendar days written notice.

- 2.3 The Carriers hereby agree that the value of missed trips shall be calculated and shall be paid in the amount of \$150.00 per trip. The assessment for missed trips will be waived to the extent that the number of peak period missed trips in a given calendar month is less than one-third of one percent (0.33%) of the scheduled peak period trips of the carrier for that same month. The assessment for missed trips will apply to all missed trips in excess of that threshold, regardless of the reason(s) for missed trips. Each carrier shall be notified in writing at least ten (10) calendar days in advance of the imposition of assessments for missed trips that are to be deducted pursuant to this Section from the fare reimbursement payments to the other carrier in order to provide the Carriers with time to review such assessments. The purpose of this provision is to ensure that the Carriers fully provide the scheduled service to the public and to ensure that all bus service is operated in a manner that maximizes efficiency, reliability, and passenger convenience.

- 2.4 The Carriers agree that for the successful coordination of the Route 9 Corridor service, it is necessary for both carriers to locate their Route 9 Corridor services at the Port Authority Bus Terminal (PABT) gates presently or hereinafter used by NJ TRANSIT for its Route 9 Corridor services. The parties also agree that they shall cooperate and take all actions necessary to effect any necessary changes in gate assignments and that the implementation of this Agreement is expressly contingent upon a satisfactory consolidation of their Route 9 Corridor services at the PABT. The NJ TRANSIT gates used by Academy at the PABT shall be available for Academy's use only during the term of this Agreement and NJ TRANSIT shall have full control over such facilities during the term of this Agreement.
- 2.5 The Carriers shall each be responsible for PABT departure fees relative to their respective Route 9 Corridor services. The costs of PABT gate and platform fees shall be split between the Carriers based on the ratio of scheduled departures utilizing those facilities. NJ TRANSIT shall bill Academy for the portion of such fees allocated to Academy for each month in advance. Academy agrees to make payment to NJ TRANSIT within fifteen (15) calendar days of receipt of each invoice from NJ TRANSIT. Failure by Academy to make prompt payment of such fees shall constitute default of this Agreement and shall permit NJ TRANSIT to terminate this Agreement upon thirty (30) calendar days written notice. Provided further that Academy shall not be billed for any portion of PABT gate and platform fees that have not previously been paid by NJ TRANSIT.
- 2.6 The Carriers agree that in the event of a bus breakdown or accident passengers on the disabled bus will be accepted on a bus operated by the other company without payment.
- 2.7 As between the Carriers hereto, NJ TRANSIT hereby assumes all risk of and responsibility for and agrees to defend at its cost and indemnify Academy against any action, loss, damage, personal injury, or death

occurring to or sustained by any person while a passenger in a bus operated pursuant to this Agreement by NJ TRANSIT, or entering or alighting therefrom. Academy, in turn, as between the Carriers hereto, hereby assumes all risk of and responsibility for and agrees to defend at its cost and indemnify NJ TRANSIT against any action, loss, damage, personal injury, or death occurring to or sustained by any person while a passenger in a bus operated pursuant to this Agreement by Academy, or entering or alighting therefrom. Neither carrier shall be obligated to defend and indemnify the other unless when a claim is made the party seeking indemnification shall within a reasonable time to permit assumption of the defense and indemnification by the other party notify the other in writing of the notice of the claim or suit and thereafter shall cooperate fully in the investigation and defense of such claim or suit. This joint indemnity agreement and clause does not apply to any situation wherein any bus of NJ TRANSIT and any bus of Academy are involved in the same collision or accident. In such a situation, liability shall be determined on the merits of the situation without regard to this defense and indemnification provision. Neither of the carriers shall be liable to the other or to any third party for any act or omission of the other with respect to the operation or holding out of any service. Neither carrier shall have any obligation to reimburse the other for any fines or penalties imposed upon the other by any governmental entity. This provision shall survive the termination of this Agreement.

- 2.8 In addition to related provisions in this Agreement, the Carriers agree that with regard to any buses leased or subleased by NJ TRANSIT to Academy that the terms and conditions of the lease/sublease between the Carriers shall govern in all respects including the liability provisions in such lease/sublease.
- 2.9 This Agreement shall only go into effect after receipt of approval of the coordinated service by the Surface Transportation Board (STB) of the United States Department of Transportation. The Carriers agree that any

buses that may be leased or subleased by NJ TRANSIT to Academy may be utilized in the operation of Academy's Route 9 Corridor service and shall be subject to the terms and conditions of the existing equipment lease/sublease between the Carriers. Upon termination of this Agreement, all buses leased or subleased to Academy for the Route 9 Corridor service shall be immediately returned to NJ TRANSIT.

**Section 3: Term; Effective Date; Termination of Agreement**

- 3.1 This Agreement shall continue in effect for five (5) years from the effective date established in accordance with Section 3.2 below. Following its five (5) year term, unless renewed in writing by mutual consent at the total discretion of the Carriers, this Agreement shall terminate.
- 3.2 In order for NJ TRANSIT and Academy Lines, LLC to operate a coordinated service it will be necessary for the Surface Transportation Board (STB) of the United States Department of Transportation to approve this Agreement. This Agreement shall be valid and effective within thirty (30) calendar days, as agreed to by the Carriers, subsequent to the date that the STB approval is obtained (hereinafter the "Effective Date").
- 3.3 Notwithstanding the above or any other provision in this Agreement to the contrary, NJ TRANSIT shall have the right to terminate this Agreement upon giving five (5) business days written notice if Academy commits or suffers any act of bankruptcy, comes under the control of a receiver, becomes insolvent, or makes an assignment for the benefit of creditors of all or substantially all of its assets.
- 3.4 Neither expiration nor termination of this Agreement shall alter the rights, duties, and obligations of the parties prior to the date of expiration or termination and such rights, duties, and obligations shall survive the termination of this Agreement.
- 3.5 If Academy voluntarily determines to abandon its Route 9 Corridor service it shall first give NJ TRANSIT thirty (30) calendar days written notice and, assuming compliance with all other legal and regulatory requirements, Academy shall then be free to abandon said Route 9 Corridor service. The



Carriers agree that in the event that Academy ceases operation of its Route 9 Corridor service for a period of thirty (30) consecutive calendar days, except in cases of natural disaster, national emergencies and similar causes beyond the control of the carrier, that such a cessation shall be deemed as a de facto abandonment under this Agreement. Upon abandonment this Agreement shall terminate.

- 3.6 If Academy abandons the Route 9 Corridor service or upon expiration or termination of this Agreement, any and all buses leased or subleased by NJ TRANSIT to Academy for the Route 9 Corridor service shall be promptly returned to NJ TRANSIT.

**Section 4: NJ TRANSIT Service to and from Downtown Manhattan**

- 4.1 Academy agrees that NJ TRANSIT is permitted to operate bus service on the Route 9 Corridor to and from downtown Manhattan only for the duration of this Agreement, as set forth in Section 3.1.
- 4.2 The Carriers agree that, in the event that NJ TRANSIT elects at its discretion to initiate bus service on the Route 9 Corridor to and from downtown Manhattan, that NJ TRANSIT shall be permitted to operate up to ten (10%) percent of the existing service operated by Academy and up to fifty (50%) percent of all new service on the Route 9 Corridor to and from downtown Manhattan. Provided further that the number of trips operated by NJ TRANSIT on the Route 9 Corridor to and from downtown Manhattan during the peak AM (6:00 AM to 10:00 AM) and peak PM (3:00 PM to 7:30 PM) weekday operating periods shall not exceed twenty (20%) percent of the total number of peak AM and PM weekday operating period trips operated by both Carriers.
- 4.3 In the event that NJ TRANSIT decides to initiate bus service on the Route 9 Corridor to and from downtown Manhattan, NJ TRANSIT shall serve written notice to Academy of such intent. NJ TRANSIT and Academy shall use best efforts to negotiate and execute a coordinated service agreement for such service, consistent with this Agreement, and pursue same in good faith. In the event that either carrier alleges that the other carrier is not

acting in good faith to negotiate and execute a coordinated service agreement in a timely manner, the carrier may request that arbitrators be selected in accordance with Section 6.3 of this Agreement to determine if the other carrier is acting in bad faith. The arbitrators must commence the hearing(s) on the matter within ten (10) calendar days of receipt of the demand for arbitration and selection of a neutral arbitrator, unless the Carriers otherwise agree. Unless the Carriers agree otherwise, the arbitrators must decide the matter within ten (10) calendar days of conclusion of the hearing(s). In the event that NJ TRANSIT alleges that Academy acted in bad faith, and the arbitrators after a hearing so find, the arbitrators may award NJ TRANSIT the reasonable costs incurred in the prosecution of the bad faith allegation and shall permit NJ TRANSIT to commence its bus service on the Route 9 Corridor to and from downtown Manhattan at its discretion consistent with Sections 4.1 and 4.2 above. In the event that the arbitrators ultimately find that the carrier alleged to be acting in bad faith did not act in bad faith, the arbitrators may award that carrier the reasonable costs incurred in its defense of the bad faith allegation.

- 4.4 The Carriers shall have exclusive control over the daily operation of their respective Route 9 Corridor services. Each carrier shall hold out such services in its own name and not in the name of the other carrier and neither carrier shall be liable in any way for the negligence or violations of the other. Day to day operational decisions will be made by each carrier consistent with the routes and schedule for such service. However, Academy shall have authority to set schedules, make service adjustments, and make dispatching decisions regarding the downtown Manhattan service. Upon initiation of bus service on the Route 9 Corridor to and from downtown Manhattan, NJ TRANSIT agrees to set its initial fares consistent with Academy's fare structure.
- 4.5 In the event that it is determined that any Federal or state regulatory approval is required for a coordination agreement between the Carriers for

Route 9 Corridor to and from downtown Manhattan operations, NJ TRANSIT and Academy agree to use best efforts to file any and all required applications and to pursue same in good faith. Upon written notice by NJ TRANSIT to Academy of NJ TRANSIT's intention to start downtown service and execution of a coordinated service agreement for such service as set forth in Section 4.3, the Carriers shall file within thirty (30) calendar days any and all applications and papers necessary to obtain approvals, if any, to operate such coordinated service. The costs, if any, shall be equally borne by the Carriers, except that each party shall pay its own attorney's fees. Failure by Academy to fully cooperate with NJ TRANSIT and others in such application process shall permit NJ TRANSIT to terminate this entire Agreement upon thirty (30) calendar days written notice.

**Section 5: Post Agreement Covenants Not To Compete**

- 5.1 NJ TRANSIT and Academy hereby agree and covenant that this Agreement does not in any manner or form alter the Settlement Agreement and Consent Order executed by the Honorable Dickinson R. Debevoise of the United States District Court of New Jersey and entered into by NJ TRANSIT and Academy (formerly New York-Keansburg-Long Branch Bus Company) in October 1983. A copy of said Settlement Agreement and Consent Order is included as Exhibit E. The Carriers hereby covenant and promise that by entering and executing this instant Agreement, the 1983 Settlement Agreement and Consent Order are hereby reaffirmed and confirmed anew as fully binding and valid with full force and effect.
- 5.2 In consideration of NJ TRANSIT's obligations and promises in this Agreement, and in addition to Academy's obligations under the 1983 Settlement Agreement and Consent Order, Academy covenants, promises, and agrees that it shall not itself operate, cause to operate, contract for, arrange, fund, subsidize, or act in any manner by omission or commission with any person, entity, corporation, partnership, group, body,

or affiliate as described in Section 7.3 below for any passenger service for hire using any modality of transportation whatsoever to and from midtown Manhattan and any point or points on the Route 9 Corridor as included in Exhibit A for a period of no less than twenty (20) years commencing immediately upon and following any expiration or termination of this Agreement.

- 5.3 In consideration of Academy's obligations and promises in this Agreement, and in addition to NJ TRANSIT's obligations under the 1983 Settlement Agreement and Consent Order, NJ TRANSIT covenants, promises, and agrees that it shall not itself operate, cause to operate, contract for, arrange, fund, subsidize, or act in any manner by omission or commission with any person, entity, corporation, partnership, group, or body for any passenger service for hire using any modality of transportation whatsoever to and from downtown Manhattan and any point or points on the Route 9 Corridor as included in Exhibit A for a period of no less than twenty (20) years commencing immediately upon and following any expiration or termination of this Agreement.
- 5.4 This Section 5 herein shall not be construed as enlarging, restricting, or affecting in any way the termination provisions of this Agreement. The full force and effect of the Post Agreement Covenants Not To Compete by Academy and by NJ TRANSIT shall survive the expiration or termination of this Agreement.
- 5.5 The Post Agreement Covenant Not To Compete by Academy shall be binding on Academy, its assignees, successors in interest, and any corporation, partnership, entity, or affiliate, owned or controlled in whole or in part by Academy, its stockholders, principals, or any member of their families. The Post Agreement Covenant Not To Compete by NJ TRANSIT shall be binding on NJ TRANSIT, its assignees, successors in interest, and any corporation, partnership, entity, or affiliate, owned or controlled in whole or in part by NJ TRANSIT.

- 5.6 In the event that Academy or any of its related, affiliated, or subsidiary companies, or NJ TRANSIT violates its respective Post Agreement Covenant Not To Compete, the other carrier is hereby granted the authority and power to move on an ex-parte basis with notice to enjoin such violation in any court of law.

**Section 6: Dispute Resolution; Governing Law**

- 6.1 Unless specifically exempted from arbitration or dispute resolution elsewhere in this Agreement, any dispute or disagreement as to interpretation or performance of this Agreement, either carrier's compliance with any section of the Agreement, or proposed changes to Exhibit B shall first be presented to the other party or parties so that the disagreement or dispute may be resolved mutually prior to other action.
- 6.2 Unless specifically exempted from arbitration or dispute resolution elsewhere in this Agreement, if either carrier alleges that there is a material breach of this Agreement, it shall notify the other carrier, in writing, specifying with detail the alleged breach. Upon receipt, the other carrier shall have ten (10) calendar days to cure such breach. If the breach is cured, then no further action shall be taken pursuant to this Agreement. If the alleged breach is not cured, then the dispute shall be resolved in accordance with Section 6.3 of this Agreement.
- 6.3 Unless specifically exempted from arbitration or dispute resolution elsewhere in this Agreement, if after ten (10) calendar days any controversy or claim is not resolved mutually by the parties, either party may demand arbitration. Within ten (10) calendar days of receipt of a written demand for arbitration each party shall designate an arbitrator and these two arbitrators shall, within ten (10) calendar days of their selection, select a neutral arbitrator. If the two (2) arbitrators cannot agree on a neutral arbitrator, (s)he shall be selected in accordance with the rules of the New Jersey State Board of Mediation. The decision of any two (2) of the arbitrators on a tripartite panel shall be final and binding. Except as otherwise provided herein, each carrier shall bear its own expenses of

arbitration and the Carriers shall each pay one-half of the costs for the neutral arbitrator. Arbitration shall be the sole and exclusive forum for the formal resolution of disputes.

- 6.4 This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey.

**Section 7: General**

- 7.1 In the event that it is determined that any Federal or state regulatory approval is required for this Agreement, NJ TRANSIT and Academy agree to use best efforts to file any and all required applications and to pursue same in good faith. The costs, if any, shall be equally borne by the Carriers, except that each party shall pay its own attorney's fees.
- 7.2 The failure of either party to insist upon performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be considered a waiver or relinquishment of future compliance therewith; nor shall a waiver by any party of any breach of any term, covenant, condition, or provision operate as a waiver of any other term, covenant, condition, or provision.
- 7.3 This Agreement, including its Post Agreement Covenant Not To Compete shall be binding on any and all affiliates of Academy or any successor, heir, or assignee of such companies. The term "affiliate" means any individual, company, proprietorship, corporation, agency, trust, or partnership where by reason of the relationship of such entity with the carrier (whether by reason of the method of, or circumstances surrounding organization or operation, or whether established through common directors, officers, stockholders, a voting trust or trusts, a holding or investment company or companies, family relationships, or any other direct or indirect means) there is a reason to believe that the affairs of the carrier may be managed in the interest of such individual, company, proprietorship, corporation, agency, trust, or partnership.
- 7.4 The rights and obligations established by this Agreement shall not be assigned, delegated, or transferred except by written consent of the

parties, which consent shall be subject to the policy and business judgment of the Carriers.

- 7.5 NJ TRANSIT and Academy each shall keep accurate books and records with respect to all phases of the subject matter of this Agreement for at least four (4) years and upon five (5) calendar days written notice of intention to examine said books and records, all such books and records shall be made available by one party to the other for inspection by its authorized representatives. Failure to abide by this provision shall constitute a material violation of this Agreement.
- 7.6 Unless otherwise specified elsewhere in this Agreement, any request, demand, authorization, direction, notice, consent, waiver, or other document provided, necessary, or permitted by this Agreement to be made upon, given, furnished, or filed with one party by another party will be in writing and will be delivered by hand, by courier next day service, or by deposit in the certified mails of the United States return receipt requested, postage prepaid, addressed as follows:

<b><u>If to NJ TRANSIT:</u></b>  George D. Warrington Executive Director NJ TRANSIT One Penn Plaza East Newark, New Jersey 07105-2246  <b><u>With copies to:</u></b>  Maureen A. Milan Vice President/General Manager NJ TRANSIT Bus Operations One Penn Plaza East Newark, New Jersey 07105-2246  Ronald E. Nichols Director, Private Carrier Affairs NJ TRANSIT One Penn Plaza East Newark, New Jersey 07105-2246	<b><u>If to Academy Lines:</u></b>  Francis A. Tedesco Manager Academy Lines, LLC 111 Paterson Avenue Hoboken, New Jersey 07030  <b><u>With copy to:</u></b>  Thomas F. X. Scullin Chief Operating Officer Academy Lines, LLC 111 Paterson Avenue Hoboken, New Jersey 07030
---	---

It is hereby agreed that facsimile (fax) and electronic mail (e-mail) delivery of written communications shall be permitted; however, any and all such fax or e-mail communications must also be simultaneously provided by hand, by courier next day service, or by certified mail return receipt requested, as provided herein above, and fax or e-mail communications alone shall be insufficient unless otherwise expressly permitted elsewhere in this Agreement or mutually consented to by both parties in writing. Communications regarding ordinary matters such as day-to-day operations may be by fax or e-mail alone. Telephone calls may be used to expedite communications but shall not be official communications unless confirmed in writing. Either party to this Agreement may re-designate the recipient or change the address of the recipient of notifications hereunder by notifying the other party to this Agreement of such change in writing.

- 7.7 Any obligations of NJ TRANSIT pursuant to this Agreement are subject to the availability of funds.
- 7.8 This executed Agreement contains the entire understanding and agreement of the parties hereto with respect to the subject matters contained herein, and it supersedes all prior oral or written understandings and agreements between the parties relating thereto. This Agreement may not be altered, modified, or waived in whole or in part, except in writing signed by duly authorized representatives of the parties.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives.

**NEW JERSEY TRANSIT CORPORATION  
NJ TRANSIT BUS OPERATIONS, INC.**

By: George D. Warrington Date: Jan 6, 2003  
George D. Warrington  
Executive Director, New Jersey Transit Corporation  
President, NJ TRANSIT Bus Operations, Inc.

Sworn to and Subscribed before me,  
this day, the 1<sup>st</sup> of January 2003.

Theresa Hoefling (SEAL REQUIRED)  
Notary Public of New Jersey  
(Print or stamp name & Commission Expiration Date)

**THERESA HOEFLING**  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 4/23/2004

**ACADEMY LINES, LLC**

By: Francis A. Tedesco Date: \_\_\_\_\_  
Francis A. Tedesco  
Manager, Academy Lines, LLC

Sworn to and Subscribed before me,  
this day, the 3<sup>rd</sup> of January 2003.

Philip Byrns (SEAL REQUIRED)  
Notary Public of New Jersey  
(Print or stamp name & Commission Expiration Date)

This Agreement has been reviewed and approved only as to form.

David Samson  
Attorney General of New Jersey

By: E. Philip Isaac Date: 01-06-03  
E. Philip Isaac  
Deputy Attorney General

ROUTE 9 CORRIDOR SERVICES

<u>INDEX</u>	<u>PAGE</u>
REGULAR SERVICE .....	2
ROUTE 9 DIRECT SERVICE.....	5
ENGLISHTOWN SERVICE.....	5
FREEHOLD MALL SERVICE.....	7
JACKSON TOWNSHIP SERVICE.....	8
ALDRICH ROAD PARK/RIDE SERVICE .....	8
ALDRICH ROAD PARK/RIDE - I-195 SERVICE.....	9
GORDON'S CORNER EXPRESS SERVICE .....	9
STONEHURST/RAINTREE SERVICE.....	10
YORKTOWN - COVERED BRIDGE SERVICE .....	11
FREEHOLD MALL/BORO SERVICE .....	12
UNION HILL PARK/RIDE SERVICE .....	12
GORDON'S CORNER EXPRESS/FREEHOLD SERVICE .....	13
OLD BRIDGE PARK/RIDE EXPRESS SERVICE .....	13
HOWELL PARK/RIDE SERVICE .....	13

## ROUTE 9 CORRIDOR SERVICES

### REGULAR SERVICE, LAKEWOOD TO NEW YORK

\*FARE ZONE 16\* Beginning at Lakewood Bus Terminal, **Lakewood**

L on First Street

R on US 9 North

\*FARE ZONE 15\* Beginning at US 9 at Metedeconk River, **Lakewood/Howell** line

C on US 9 North

**entering Howell**

C on US 9 North

\*FARE ZONE 14\* Beginning at US 9 at Georgia Tavern Road, **Howell**

C on US 9 North

**entering Freehold Township**

C on US 9 North

\*FARE ZONE 13\* Beginning at US 9 at Adelphia Road, **Freehold Township**

C on US 9 North

BR on NJ 79

**entering Freehold Boro**

C on NJ 79 (South Street)

L on NJ 33 (Park Avenue)

R on Route 537 (Main Street)

L on access road to Freehold Center bus stop

R on Broad Street

L on Route 522 (Throckmorton Street)

**entering Freehold Township**

C on Route 522

R on US 9 North

\*FARE ZONE 12\* Beginning at US 9 at Schibanoff Lane, **Freehold Township**

C on US 9 North

**entering Manalapan**

**entering Marlboro**

C on US 9 North

BR on ramp to Union Hill Road, to bus stop

BL onto US 9 North

\*FARE ZONE 11\* Beginning at US 9 at Robertsville Road, **Marlboro**

C on US 9 North

**entering Old Bridge**

C on US 9 North

BR on ramp to Throckmorton Lane, to bus stop

BL onto US 9 North

\*FARE ZONE 10\* Beginning at US 9 at Phillips Drive, **Old Bridge**

C on US 9 North

BR on access road to Old Bridge Park-Ride bus stop

## ROUTE 9 CORRIDOR SERVICES

**\*FARE ZONE 9 \*** Beginning at US 9 at Old Bridge Park-Ride, **Old Bridge**

C on access road to US 9 North  
C on US 9 North  
**entering Sayreville**  
C on US 9 North  
R on access ramp to Garden State Parkway at Interchange 123  
C on Garden State Parkway to NJ Turnpike at Parkway Interchange 129  
BR on ramp to New Jersey Turnpike North  
C on New Jersey Turnpike to Interchange 16-E  
BR on ramps to I-495 East  
C on I-495 East to Lincoln Tunnel Plaza  
C thru Lincoln Tunnel

**\*FARE ZONE 1 \*** Beginning at New Jersey-New York line

C to Port Authority Bus Terminal, **New York City**

### **REGULAR SERVICE, NEW YORK TO LAKEWOOD**

**\*FARE ZONE 1\*** Beginning at Port Authority Bus Terminal, **New York City**

C thru Lincoln Tunnel  
C on I-495 West  
BL on ramp to New Jersey Turnpike South at Interchange 16-E  
C on NJ Turnpike South to Garden State Parkway at Interchange 11 BR  
on ramp to Garden State Parkway South  
C on Garden State Parkway South to Interchange 123  
**entering Sayreville**

**\*FARE ZONE 9 \*** Beginning at US 9 at Garden State Parkway, **Sayreville**

BR on ramp to US 9 South  
C on US 9 South  
**entering Old Bridge**  
C on US 9 South  
BR on ramp to Old Bridge Park/Ride  
L on ramp to Old Bridge Park/Ride-Southbound bus stop  
C on ramp to US 9 South  
BL on US 9 South

**\*FARE ZONE 10 \*** Beginning at US 9 at Old Bridge Park-Ride, **Old Bridge**

C on US 9 South

**\*FARE ZONE 11 \*** Beginning at US 9 at Phillips Drive, **Old Bridge**

C on US 9 South  
BR to exit for Throckmorton Lane  
C on ramp to bus stop  
C on ramp to southbound US 9

## ROUTE 9 CORRIDOR SERVICES

- C on US 9 South  
entering Marlboro
- C on US 9 South
- \* FARE ZONE 12 \* Beginning at US 9 at Robertsville Road, Marlboro
- C on US 9 South
- BR on ramp to Union Hill Road
- BL on ramp to US 9 South
- C on US 9 South
- entering Manalapan
- entering Freehold Township
- C on US 9 South
- \* FARE ZONE 13 \* Beginning at US 9 at Schibanoff Lane, Freehold Township
- C on US 9 South
- BR on ramp to Route 522 (Throckmorton Street)
- L on Route 522 (Throckmorton Street)
- entering Freehold Boro
- C on Throckmorton Street
- R on Broad Street
- L on access road to Freehold Center bus stop
- R on Route 537 (Main Street)
- L on NJ 33 (Park Avenue)
- R on NJ 79 (South Street)
- entering Freehold Township
- C on NJ 79
- BL to US 9 South
- \* FARE ZONE 14 \* Beginning at US 9 at Adelphia Road, Freehold Township
- C on US 9 South
- entering Howell
- C on US 9 South
- \* FARE ZONE 15 \* Beginning at US 9 at Georgia Tavern Road, Howell
- C on US 9 South
- \* FARE ZONE 16 \* Beginning at US 9 at Metedeconk River, Howell-Lakewood line
- entering Lakewood
- C on US 9 South
- L on 6th Street
- R on Clifton Avenue
- L on Main Street
- L into Lakewood Bus Terminal, Lakewood

## ROUTE 9 CORRIDOR SERVICES

### ROUTE 9 DIRECT SERVICE

#### TO LAKEWOOD

\*IN FARE ZONE 9\* Beginning at US 9 South at ramp to Old Bridge Park-Ride, **Old Bridge**

C on US 9 South

\*FARE ZONE 10\* Beginning at US 9 at Old Bridge Park-Ride, **Old Bridge**

C on US 9 South

\*FARE ZONE 11\* Beginning at US 9 at Phillips Drive, **Old Bridge**

C on US 9 South

entering **Marlboro**

C on US 9 South to US 9 South at jughandle to Union Hill Road eastbound, **Marlboro** and the appropriate southbound service

#### TO NEW YORK

\*IN FARE ZONE 13\* Via the appropriate service to US 9 North at Freehold Mall, **Freehold Township**

C on US 9 North

\*FARE ZONE 12\* Beginning at US 9 at Schibanoff Lane, **Freehold Township**

C on US 9 North

entering **Manalapan**

entering **Marlboro**

\*FARE ZONE 11\* Beginning at US 9 North at Robertsville Road, **Marlboro**

C on US 9 North

entering **Old Bridge**

C on US 9 North

\*FARE ZONE 10\* Beginning at US 9 North at Phillips Drive, **Old Bridge**

C on US 9 North to access road at Old Bridge Park-Ride lot, **Old Bridge** and the regular service to New York

### ENGLISHTOWN SERVICE

#### TO NEW YORK CITY

\*FARE ZONE 14\* - Beginning at Route 9 and Casino Drive, **Howell** and via the regular Lakewood to New York service to the Freehold Center bus stop in parking lot at Broad and Throckmorton Streets in Fare Zone 13, **Freehold Boro**

R on Broad Street

L on Route 522 (Throckmorton Street)

entering **Freehold Township**

\*FARE ZONE 12\* - Beginning at Route 522 at Wemrock Road, **Freehold Township**

entering **Manalapan**

entering **Englishtown**

## ROUTE 9 CORRIDOR SERVICES

R on Route 527 (Main Street)

entering Manalapan

entering Monroe

\*FARE ZONE 11\* - Beginning at Route 527 at Mounts Mills Road, Monroe

C on Route 527

entering Old Bridge

C on Route 527

BR on Route 516

C on Route 516

R on ramp to US 9 North

C on US 9 North

\*FARE ZONE 10\* - Beginning at US 9 at Phillips Drive, Old Bridge

C on US 9 North

\*FARE ZONE 9\* - Beginning at US 9 at Old Bridge Park-Ride, Old Bridge

entering Sayreville

C on US 9 North

R on ramp to Garden State Parkway at Interchange 123

C on Garden State Parkway North to NJ Turnpike at Interchange 129

C on New Jersey Turnpike North to Interchange 16E

R on access Road to I-495

C on I-495 thru Lincoln Tunnel to Port Authority Bus Terminal

entering New York

### TO FREEHOLD/HOWELL

\*FARE ZONE 1\* - Beginning at the Port Authority Bus Terminal, New York

C in Lincoln Tunnel to I-495 West

C on I-495 West to NJ Turnpike at Interchange 16E

C on NJ Turnpike South to Garden State Parkway at Interchange 11

C on Garden State Parkway South to US 9 at Interchange 123

entering Sayreville

BR on ramp to US 9 South

\*IN FARE ZONE 9\* - Beginning at US 9 at Garden State Parkway, Sayreville

C on US 9 South

entering Old Bridge

\*FARE ZONE 10\* - Beginning at US 9 at Old Bridge Park-Ride, Old Bridge

C on US 9 South

\*FARE ZONE 11\* - Beginning at US 9 at Phillips Drive, Old Bridge

C on US 9 South

BR on jughandle for Route 516

R on Route 516

## ROUTE 9 CORRIDOR SERVICES

C on Route 516  
BL on Route 527  
C on Route 527

**entering Monroe**

**\*FARE ZONE 12\*** - Beginning at Route 527 at Mounts Mills Road, **Monroe**

C on Route 527

**entering Manalapan**

**entering Englishtown**

L on Route 522

**entering Manalapan**

**entering Freehold Township**

**\*FARE ZONE 13\*** - Beginning at Route 522 at Wemrock Road, **Freehold Township**

C on Route 522

**entering Freehold Borough**

C on Throckmorton Street

R on Broad Street

L to Freehold Center bus stop in parking lot at Broad and  
Throckmorton Streets, **Freehold Boro** and the regular New York to  
Lakewood service to Route 9 and Casino Drive, **Howell**

### **FREEHOLD MALL SERVICE**

#### **TO NEW YORK**

**IN FARE ZONE 13\*** Leaving the appropriate northbound service at US 9  
and NJ 79, **Freehold Township**

C on US 9 North

**entering Freehold Boro**

**entering Freehold Township** and the appropriate to New York  
service, at US 9 North and Route 522 Throckmorton Street), **Freehold**  
**Township**

#### **TO LAKEWOOD**

**\*IN FARE ZONE 13\*** Leaving the appropriate New York to Lakewood service at US 9 and  
Route 522 (Throckmorton Street),

**Freehold Township**

C on US 9 South

**entering Freehold Boro**

**entering Freehold Township** and the appropriate New York to Lakewood  
Service, at US 9 South and NJ 79, **Freehold Township**



## ROUTE 9 CORRIDOR SERVICES

### JACKSON TOWNSHIP- ROBIN ESTATES SERVICE

#### TO NEW YORK

\* IN FARE ZONE 15 \* Beginning on Cooks Bridge Road at Manhattan Street, **Jackson**

C on Cooks Bridge Road  
R on Bennett's Mills Road  
R on Route 526 (West  
County Line Road)  
R on Pawnee Street  
BR on New Prospect Road  
R on Aldrich Road

#### **entering Howell**

C on Aldrich Road  
R at Aldrich Road Park-Ride lot  
C on Aldrich Road Park-Ride access road to bus stop  
L on Aldrich Road  
R on US 9 North to Freehold Mall and the Route 9 Direct Lakewood to  
New York service, **Howell**

#### TO JACKSON

\* IN FARE ZONE 15 \* Leaving the Route 9 Direct New York to Lakewood service at US 9 and Union Hill Road East, **Marlboro** and then via the Freehold Mall service to US 9 at Aldrich Road jughandle, **Howell**

BR into jughandle for Aldrich Road East  
C on Aldrich Road  
R into Aldrich Road  
Park/Ride Lot  
L on Aldrich Road

#### **entering Jackson**

C on Aldrich Road  
L on New Prospect Road  
R on Route 526 (West County Line Road)  
BR on Bennett's Mills Road South via jughandle  
L on Cooks Bridge Road to end of line at Manhattan Street, **Jackson**

### ALDRICH ROAD PARK/RIDE SERVICE

#### TO NEW YORK

\*IN FARE ZONE 15\* Beginning at the Aldrich Road Park/Ride Lot, **Howell**

L on Aldrich Road  
R on US 9 North and the appropriate Lakewood to New York service,  
**Howell**

## ROUTE 9 CORRIDOR SERVICES

### TO HOWELL/LAKEWOOD

**\*IN FARE ZONE 15\*** Leaving the appropriate New York to Lakewood service at Aldrich Road and US 9, **Howell**

BR on jughandle for  
Aldrich Road East  
C on Aldrich Road  
R to Aldrich Road Park/Ride Lot, to bus stop  
C on Park-Ride access road  
L on Aldrich Road  
L on US 9 and the regular  
New York to Lakewood service at US 9 and Aldrich Road, **Howell**

(NOTE: selected trips terminate at the Aldrich Road Park-Ride)

### ALDRICH ROAD PARK/RIDE - I-195

#### EXPRESS SERVICE TO NEW YORK

**\* IN FARE ZONE 15 \*** Beginning at the Aldrich Road Park/Ride Lot, **Howell**

L on Aldrich Road  
R on US 9 North  
R on ramp to I-195 East  
C on I-195 East  
R on ramp to Garden State Parkway North  
C on Garden State Parkway North at Interchange 98 and the regular  
Lakewood to New York service on the Garden State Parkway North at  
Interchange 123, **Sayreville**

### GORDON'S CORNER EXPRESS SERVICE

#### TO NEW YORK

**\*IN FARE ZONE 15\*** Beginning in Lakewood or Jackson and via the appropriate service to US 9 North at Aldrich Road, **Howell**

R on Aldrich Road  
R at Aldrich Road Park-Ride lot  
C on access road to bus stop  
L on Aldrich Road  
R on US 9 North and the Freehold Mall and Route 9 Direct services to  
New York

(NOTE: selected trips will originate at the Aldrich Road Park-Ride)

## ROUTE 9 CORRIDOR SERVICES

### STONEHURST/RAINTREE SERVICE

#### TO NEW YORK

**\*IN FARE ZONE 13\*** Beginning on Route 524 (Adelphia Road) at Bell Diner, Freehold Township

C	on	Route 524 West (Adelphia Road)
R	on	Iron Bridge Road
R	on	Double Creek Parkway
R	on	Stillwell's Corner Road
L	on	Stonehurst Boulevard
L	on	Schanck Road
R	on	Stillwell's Corner Road
L	on	Route 537 West
R	at	Raintree Shopping Center
BR	on	shopping center perimeter road to bus stop in front of CVS
C	on	perimeter road to stop sign across from Post Office
L	on	exit road to Route 537
L	on	Route 537 East
R	on	Barkalow Avenue
R	on	access road to US 9 North
C	on	US 9 North and the appropriate Lakewood to New York service,

**Freehold Township**

#### TO LAKEWOOD

**\*IN FARE ZONE 12\*** Leaving the Route 9 Direct to Lakewood service at US 9 and Union Hill Road East jughandle, Marlboro

C	on	US 9 South
BR	on	Route 537 West
R	at	Raintree Shopping Center
BR	on	shopping center perimeter road to bus stop in front of CVS
C	on	perimeter road to stop sign across from Post Office
L	on	exit road to Route 537
L	on	Route 537 East
R	on	Stillwell's Corner Road
L	on	Schanck Road
R	on	Stonehurst Boulevard
R	on	Stillwell's Corner Road
L	on	Double Creek Parkway
L	on	Iron Bridge Road
L	on	Route 524 (Adelphia Road) to end of the line at US 9, Freehold Township

## ROUTE 9 CORRIDOR SERVICES

### PEASE ROAD-YORKTOWNE - COVERED BRIDGE SERVICE

#### TO NEW YORK

*\*IN FARE ZONE 12\** Beginning on Taylors Mill Road at Country Lane, **Manalapan**

C on Taylors Mill Road  
R on Pease Road  
R on Union Hill Road  
R on Wild Turkey Way  
R on Amberly Drive West  
L on Access Road to Covered Bridge I Club House  
L on Amberly Drive West  
C on Amberly Drive West to Amberly Drive East  
R on Wild Turkey Way  
R on Union Hill Road

#### **entering Marlboro**

C on Union Hill Road  
R on entrance to Union Hill Park-Ride  
C on access road to Park-Ride bus stop and the Union Hill Park-Ride to  
New York service at Union Hill Park-Ride, **Marlboro**

#### TO MANALAPAN

*\*IN FARE ZONE 12\** Leaving the Route 9 Direct New York to Lakewood service at US  
9 and Union Hill East jughandle, **Marlboro**

BR on jughandle  
R on Union Hill Road  
R on access road to Union Hill Park-Ride bus stop  
L on Union Hill Road

#### **entering Manalapan**

C on Union Hill Road  
L on Wild Turkey Way  
R on Amberly Drive West  
L on access Road to Covered Bridge I Club House  
L on Amberly Drive West  
C on Amberly Drive West to Amberly Drive East  
R on Wild Turkey Way  
L on Union Hill Road  
L on Pease Road  
L on Taylors Mill Road to Country Lane, **Manalapan**

## ROUTE 9 CORRIDOR SERVICES

### FREEHOLD MALL/BORO SERVICE

#### TO NEW YORK

\*IN FARE ZONE 13\* Leaving the regular Lakewood to New York service at US 9 and NJ 79, Freehold Township

C on US 9 North  
 entering Freehold Boro  
 C on US 9 North  
 R on Park Avenue  
 L on Main Street (Route 537)  
 C on Route 537 (Main St.) to access road to Freehold Center bus stop  
 and the regular Lakewood to New York service at Freehold Center  
 Bus Stop, Freehold Boro

#### TO LAKEWOOD

\* IN FARE ZONE 13 \* Leaving the regular New York to Lakewood service at Freehold Center bus stop, Freehold Boro

R on Main Street (Route 537)  
 R on Park Avenue  
 L on US 9 South and the appropriate New York to Lakewood service,  
 Freehold Township

### UNION HILL PARK/RIDE SERVICE

#### TO NEW YORK

\* IN FARE ZONE 12 \* Beginning at the Union Hill Park/Ride Lot on Union Hill Road, Marlboro

L on Union Hill Road  
 R on access ramp to US 9 North  
 C on US 9 North and the regular Lakewood to New York service,  
 Marlboro \*

#### TO LAKEWOOD

\* IN FARE ZONE 12 \* Leaving the appropriate New York to Lakewood service at US 9 and Union Hill Road East jughandle, Marlboro

BR on jughandle to Union Hill Road  
 R on Union Hill Road  
 R on access road to Union Hill Park/Ride Lot to bus stop  
 L on Union Hill Road  
 L on ramp to US 9 South  
 C on US 9 South and the appropriate service to Lakewood

(NOTE: selected trips will terminate at Union Hill Park-Ride)

## ROUTE 9 CORRIDOR SERVICES

### GORDON'S CORNER EXPRESS/FREEHOLD SERVICE

#### TO FREEHOLD

\*IN FARE ZONE 12\* Leaving the Route 9 Direct to Lakewood Service at US 9 at Union Hill Road East jughandle, **Marlboro**

C on US 9 South and the regular New York to Lakewood service

### OLD BRIDGE PARK-RIDE EXPRESS SERVICE

#### TO OLD BRIDGE

\*IN FARE ZONE 9\* Leaving the Regular New York to Lakewood Service at US 9 at the ramp to the Old Bridge Park-Ride lot, **Old Bridge**

C on US 9 South  
BR on ramp to Old Bridge Park-Ride lot  
BR over bridge over Route 9  
BR on access road (at Staples)  
R on Westminster Boulevard  
R on access road to northbound park-ride bus stop  
R on Downing Street  
R on Michael J. Meleta Way  
BR on bridge to southbound park-ride lot  
C to southbound park-ride bus stop, **Old Bridge**

### HOWELL PARK-RIDE SERVICE (upon request only)

#### TO HOWELL

\*IN FARE ZONE 14\* Beginning at the Port Authority Bus Terminal, **New York** and via the appropriate routing to Route 9 at Strickland Road, **Howell**

BR on jughandle to Strickland Road  
L on Route 9 North  
BR to Howell Park-Ride bus stop area  
C on Route 9 North  
BR on jughandle (U-Turn sign)  
L on Route 9 South and then via the appropriate routing.

SERVICE : WEEKDAY/ NEW JERSEY TRANSIT  
 GARAGE : HOWELL, SUBURBAN ROUTES 139 -- LAKWOOD-OLD BRIDGE-NY VIA RT 9  
 SCHED.# : 8160 EFFECTIVE DATE: JAN/06/2003/ REVISD DATE: CORRECTED DATE: 1 A.M.

FROM: LAKEWOOD BUS TERMINAL										TO: PORT AUTHORITY BUS TERMINAL											
RUN	NOTE	GAR-OUT	DH	LAKE WOOD	ALDR ROAD	STRK PKRI	ADEL LAND	PHIA	FREE MALL	FREE CENT	SCHI BOFF	GORD CORN	UHRD PKRI	UNIO HILL	SYRW SOTH	JAKE BRWN	PERR INE	ORBG PKRI	NWYK LVE	DH	GAR-IN
		FR-LINE																		TO-LINE	
2	FC	HO- 237		300	306		314	316		322	326	330		333	339	342	344	346	431	500	
7	FM	HO- 409					412	414	417		422	427		430	438	441	443	445	530	638	133
141		HO- 413												430	438	441	443	445	530	648	
3	FC	HO- 336		359	405		413	415		426	430	435		438	445	448	450	452	537	600	
142	FM	HO- 429					432	434	437		442	447		450	458	501	503	505	550	658	
144	FM	HO- 439					442	444	447		452	457		500	508	511	513	515	600	721	138
OPERATES ONLY ON: FRI																					
145	HO- 440																	520	605	605	HO- 722
OPERATES ONLY ON: MON TUE WED THU																					
146	HO- 440																	520	605	700	
147	X	HO- 448					451	453	456		501	506						520	605	717	133
1	FC	HO- 401		424	432		440	442		453	457	502		505	514	518	523	525	610	630	
148		HO- 448										504		507	516	520	525	527	612	722	131
149		HO- 449																529	614	614	HO- 731
151		HO- 456												518	522	527	529	614	614		HO- 731
501	LA	SU- 416		439	447	449	457	459	502		507	512		515	524	528	533	535	620	620	SU- 737
152		HO- 459										515		518	527	531	536	538	623	623	HO- 740
54		HO- 455							510	514	519	522		522	531	535	540	542	627	734	131
11	FM	HO- 504				507	509	512		517	522			525	534	538	543	545	630	715	67
154		HO- 505																545	630	630	HO- 747
OPERATES ONLY ON: MON TUE WED THU																					
504	SU- 509									525		525		528	537	541	546	548	633	633	SU- 750
502	AX	SU- 436		459	507	509	517	519	522		527	532		531		540	544	549	551	635	SU- 752
505		SU- 512								523	527	532		535	544	548	553	555	640	700	SU- 753
8		HO- 508																			
5	X	HO- 504				515	523	525	528		533	538						556	641	753	
OPERATES ONLY ON: MON TUE WED THU																					
507	SU- 520											536		539	548	552	557	559	644	644	SU- 801
155		HO- 520																600	645	645	HO- 802
508		SU- 522											541		550	554	559	601	646	646	SU- 803
56		HO- 524										541		544	553	557	602	604	649	724	128
503	AX	SU- 452		515	523	525	533	535	538		543	548						606	651	651	SU- 808
51		HO- 529											548		557	601	606	608	653	802	133
63	EN	HO- 512				515	517		528							604	609	611	656	728	128
OPERATES ONLY ON: MON TUE WED THU																					
156		HO- 531																611	656	656	HO- 813

SERVICE : WEEKDAY/  
139 -- LAKEWOOD-OLD BRIDGE-NY VIA RT 9  
NEW JERSEY TRANSIT  
PAGE: 2 A.M.

RUN	NOTE	FROM:				LAKEWOOD BUS TERMINAL				TO:										PORT AUTHORITY BUS TERMINAL				DH	GAR-IN TO-LINE
		GAR-OUT FR-LINE	DH	LAKE WOOD	ALDR ROAD	PKRI LAND	STRK LAND	ADEL PHIA	FREE MALL	FREE CENT	SCHI BOFF	GORD CORN	UHRD PKRI	UNIO HILL	SYRW SOTH	JAKE BRWN	PERR INE	OBRG PKRI	WNWK PABT	LVE TIME					
158	AB	HO- 535				538	540	543		548	553			603	607	612	614	659	732	128					
160	X	HO- 524				66	HO- 524			553	558						616	701	734	128					
510	XX	HO- 537				160	HO- 537			556		556		605	609	614	616	701	736	128					
13	XX	SU- 544				555	SU- 544										701	701		SU- 818					
	HO- 540									556			559	608	612	617	619	704	730						
159	FB	HO- 536							551	555	600			610	614	619	621	706	740	128					
511	AB	SU- 544								557	602			612	616	621	623	708	708	SU- 829					
68	CU	HO- 528						547	549	552		605		614	618	623	625	715	742	128					
506	AX	SU- 512								603	608						626	716	716	SU- 833					
161		HO- 550															630	720	720	HO- 837					
76	EN	HO- 532						535	537	548					624	629	631	721	752	128					
78		HO- 552											612	621	625	630	632	722	754	128					
86	AB	HO- 556						559	601	604				624	628	633	635	725	758	128					
513	XX	SU- 604						615										725	725	SU- 842					
65	JX	HO- 518						555	603	605	608						636	726	800	128					
512		SU- 559										618		627	631	636	638	728	728	SU- 845					
79	SR	HO- 540								612	617		620	629	633	638	640	730	804	128					
88	FB	HO- 558							613	617	622			632	636	641	643	733	810	321					
92		HO- 607										626		635	639	644	646	736	809	128					
509	AX	SU- 532						555	603	615	618						646	736	736	SU- 853					
515		SU- 606								621	626		629	638	642	647	649	739	739	SU- 856					
519	XX	SU- 619						630									740	740		SU- 857					
77	EN	HO- 552						555	557	608					644	649	651	741	818	128					
517		SU- 614										633		642	646	651	653	743	743	SU- 900					
162	SB	HO- 557								629	634			644	648	653	655	745	745	40- 755					
514	X	SU- 604								633	638						656	746	746	SU- 903					
14		HO- 619						615	623	625	628			638	647	651	656	748	951	67					
12	CU	HO- 603								635		640		649	653	658	700	755	1000	137					
OPERATES ONLY ON: MON TUE WED THU																									



SERVICE : WEEKDAY / NEW JERSEY TRANSIT  
 GARAGE : HOWELL, SUBURBAN ROUTE9 139 -- LAKEWOOD-OLD BRIDGE-NY VIA RT 9  
 SCHED.# : 8160 EFFECTIVE DATE: JAN/06/2003 / REVISED DATE: PAGE: 3 A.M.

CORRECTED DATE:

FROM: LAKEWOOD BUS TERMINAL		TO: PORT AUTHORITY BUS TERMINAL		CORRECTED DATE:	
RUN	NOTE	GAR-OVT DH	LAKE ALDR ALRD STRK ADEL FREE FREE SCHI GORD UHRD UNIO SYRW JAKE PERR OBRG NMYK LVE DH	FR-LINE	TO-LINE
516	SB	SU- 611	643 648	658 702 707 709 804 804	SU- 921
524	FB	SU- 631	646 651	659 703 710 805 805	SU- 922
163	JX	HO- 634	634 642 644 648	701 705 710 712 807 807	TAXI
85	AB	HO- 637	640 642 646	716 811 811	40- 821
526	AB	SU- 637	645 651 656	706 710 715 717 812 812	SU- 929
523	CU	SU- 630	645 651 656	708 712 717 719 814 814	SU- 931
528	SB	SU- 644	700	709 713 718 720 815 815	40- 825
520	LX	HO- 611	634 642 644 652 654 658	710 714 719 721 816 816	SU- 933
87	EN	HO- 625	628 630	711 715 720 722 817 817	SU- 934
102	FB	HO- 649	641	723 818 818	HO- 935
529	FB	SU- 647	657	717 722 724 819 819	TAXI
530	SU- 651	HO- 702	702 707	719 721 726 728 823 823	WE- 831
525	SB	SU- 632	706 711	719 723 728 730 825 825	SU- 940
532	FB	SU- 657	713	721 725 730 732 827 827	SU- 944
111	X	HO- 659	713 718	723 727 732 734 829 829	SU- 946
527	LX	HO- 702	714 719	716 725 729 734 831 831	WE- 841
116	FB	HO- 643	654 702 704 708	722 731 735 740 832 832	SU- 948
101	LX	HO- 631	654 702 704 712 714 718	742 832 832 833	WE- 842
531	FB	SU- 651	706	743 833 833	WE- 843
121	CU	HO- 704	718 723	727 731 736 738 833 833	SU- 950
142	FB	HO- 710	722 727	733 737 742 744 834 834	WE- 844
114	EN	HO- 651	707	729 733 738 740 835 835	WE- 845
124	AB	HO- 715	725 731 736	737 741 745 747 837 837	WE- 847
533	X	HO- 702	729 734	743 747 749 839 839	WE- 849
534	HO- 718	725 731 736	732 741 745 749 751 841 841	WE- 851	SU-1001
118	HO- 710	726 731 733 737	744 748 752 754 844 844	WE- 856	WE- 856
127	FB	HO- 724	740	756 846 846	SU-1003
130	FM	HO- 723	726 728 732	758 848 848	WE- 858
119	FM	HO- 712	723 731 733 737	750 754 758 800 850 850	WE- 900
5	FC	HO- 728	731 733	745 754 758 802 854 854	WE- 904
132	FC	HO- 728	731 733	749 758 802 806 858 858	WE- 908
				753 802 806 810 902 1030	TAXI
				757 806 810 814 816 906	

GARAGE : HOWELL, SUBURBAN ROUTES		EFFECTIVE DATE: JAN/06/2003		REVISED DATE:		CORRECTED DATE:													
SSCHIED.# : 8160		FROM: LAKEWOOD BUS TERMINAL		TO: PORT AUTHORITY BUS TERMINAL															
RUN	NOTE	GAR-OUT DH	LAKE ALDR	ALRD STRK	ADEL FREE	FREE SCHI	GORD UHRD	UNFO SYRW	JAKE PERR	OBRG NWYK	LVE DH	GAR-IN TO-LINE							
FR-LINE	WOOD ROAD	PKRI LAND	PHIA MALL	CENT BOFF	CORN PKRI	HILL SOTH	BRWN INE	PKRI PABT	TIME										
53	FC	HO- 659	722	732	740	742	754	759	804	808	817	801	810	814	818	820	910	910	WE- 920 TAXI
108	FC	HO- 729																	
228	FM	SU- 758																	
336	SU- 801																		
337	SU- 801																		
4	FC	HO- 717																	
226	FC	SU- 757																	
335	FM	137																	
6	FC	64																	
10	FC	SU- 848																	
338	FM	137																	
1	FC	321																	
48	FM	67																	
9	FM																		
8	FC																		
50	FC	128																	
13	FC																		
5	MC																		
15	MC																		
51	MC	133																	
53	FC	HO-1007																	
16	MC	HO-1037																	
52	FC	HO-1137																	
23	FM	HO-1243																	
25	FC	HO-1207																	
33	FM	HO-113																	
20	MC	HO-1237																	
24	FC	HO-107																	
35	FM	HO- 213																	
34	MC	HO- 137																	
31	FC	HO- 207																	
36	FM	HO- 222																	
11	MC	HO- 237																	
12	FM	HO- 344																	

NEW JERSEY TRANSIT  
139 -- LAKEWOOD-OLD BRIDGE-NY VIA RT 9

SERVICE : WEEKDAY /  
GARAGE : HOWELL, SUBURBAN ROUTES  
SCHED.# : 8160

CORRECTED DATE:

REVISED DATE:

FROM: LAKEWOOD BUS TERMINAL TO: PORT AUTHORITY BUS TERMINAL

FR-LINE HO- 307 LAKE ALDR ALRD STRK ADL FREE FREE SCHI GORD UHRD UNIO SYRW JAKE PERR OBRG NWYK LVE DH GAR-IN  
WOOD ROAD PKRI LAND PHIA MALL CENT BOFF CORN PKRI HILL SOTH BRWN INE PKRI PABT TIME TO-LINE

117	FC	HO- 307	330	343	352	354	428	405	409	413	416	423	426	430	432	517	620
19	MC		400	413	422	424	428	434	438	442	445	452	455	459	501	546	635
26	FC		430	443	452	454		505	509	513	516	523	526	530	532	617	715
28	MC		500	513	522	524	528	534	538	542	545	552	555	559	601	646	730
44	FC	HO- 507	530	543	552	554		605	609	613	616	623	626	630	632	717	745
30	MC		600	613	622	624	628	634	638	642	645	652	655	659	701	746	800
45	FC	HO- 607	630	643	652	654	728	705	709	713	716	723	726	730	732	817	830
37	MC		700	713	722	724		734	738	742	745	752	755	759	801	846	900
39	FC	67	730	743	752	754		805	809	813	816	823	826	830	832	917	930
46	MC	HO- 737	800	813	822	824	828	834	838	842	845	852	855	859	901	946	1000
47	FC	HO- 807	830	843	852	854		905	909	913	916	923	926	930	932	1017	1030
43	MC	HO- 837	900	913	922	924	928	934	938	942	945	952	955	959	1001	1046	1130
44	FC		945	958	1006	1008		1015	1019	1023	1026	1032	1035	1039	1041	1126	1200
45	FC		1045	1053	1100	1102		1109	1113	1117	1120	1126	1129	1133	1135	1220	1245
46	FC		1145	1153	1200	1202		1209	1213	1217	1220	1226	1229	1233	1235	120	130
47	FC		1245	1253	100	102		109	113	117	120	126	129	133	135	220	230

EFFECTIVE DATE: JAN/06/2003/ REVISED DATE: CORRECTED DATE:

FROM:				PORT AUTHORITY BUS TERMINAL										TO: LAKEWOOD BUS TERMINAL										DH		GAR-IN TO-LINE
RUN	NOTE	GAR-OUT FR-LINE	DIH	NWVK PAET	OBRG SOTH	PERR INE	JAKE BRWN	SYRW SOTH	RT9& KLMR	UHRD PKRI	MARL GRNS	GORD GRNS	SCHI BOFF	FREE CENT	FREE MALL	ADEL PHIA	STRK LAND	ALDR ROAD	PKRI	ALRD ROAD	LAKE WOOD	LVE TIME				
2	LM			500	540	542	544	546	550		551	553	557	601	605	609	611	617			627	640	67			
3	MC			600	645	647	649	651	656		657	659	703	707	713	717	719	728			741	755	137			
1	FC			630	715	717	719	722	728		729	731	735	739	750	752	801				814	830				
8	MC			700	745	747	749	752	758		759	801	805	809	815	819	821	830			843	900				
13	FC			730	815	817	819	822	828		829	831	835	839		850	852	901			914	930				
15	MC	137		800	845	847	849	852	858		859	901	905	909	915	919	921	930			943	1000				
97	FC	138		830	915	917	919	922	928		929	931	935	939	950	952	1001			1014	1014	HO-1033				
52	MC	138		900	945	947	949	952	958		959	1001	1005	1009	1015	1019	1021	1030			1043	1130				
110	FC	135		930	1015	1017	1019	1022	1028		1029	1031	1035	1039	1050	1052	1101			1114	1114	HO-1133				
128	MC			1000	1045	1047	1049	1052	1058		1059	1101	1105	1109	1115	1119	1121	1130			1143	1143	HO-1202			
4	UL			1030	1115	1117	1119	1122		1130	1132	1134	1138	1142	1153	1155	1204			1217	1217	HO-1236				
6	MC			1100	1145	1147	1149	1152	1158		1159	1201	1205	1209	1215	1219	1221	1230			1243	1243	HO-102			
8	UL			1130	1215	1217	1219	1222		1230	1232	1234	1238	1242	1253	1255	104			117	117	HO-136				
13	MC			1200	1245	1247	1249	1252	1258		1259	101	105	109	115	119	121	130			143	143	HO-202			
15	UL			1230	115	117	119	122		130	132	134	138	142	153	155	204			217	217	HO-236				
OPERATES ONLY ON: FRI				1250	135	137	139	142		150	152	154	158		203	207	209			211		HO-213				
164	UM	HO-1119		100	145	147	149	152	158		159	201	205	209	215	219	221	230			243	243	HO-302			
53	MC			120	205	207	209	212		220	222	224	228	233	237	239	248			301	555	137				
OPERATES ONLY ON: FRI				130	215	217	219	222	248		230	232	234	238	242	253	255	304			317	317	HO-336			
16	UL			150	235	237	239	242		255	249	251	255	300	304	306	314			317	308	HO-310				
54	FM	HO-1219		200	235	237	239	242	248		255	257	259	303	308	312	314	323			336	400				
19	XM	HO-1229		200	245	247	249	252	258		255	259	301	305	315	319	321	330			343	400				
26	MC	HO-1229		200	245	247	249	252	258		255	259	301	305	315	319	321	330			343	400				
539	UM	SU-1249		220	305	308	310	314		322	324	326	330	335	339	341	350	352			352	352	SU-402			
				230	315	318	320	324	330		331	333	337	341	352	354	403			416	416	HO-435				
17	FC			230	315	318	320	324	330		331	333	337	341	352	354	403			416	416	HO-435				
28	XM	HO-1259		240	325	328	330	334		325	327	329	333	338	342	344	353			406	500	137				
23	U			240	325	328	330	334		342	344	346	351	355	358	360	364			610	610	137				
27	U	TAXI		250	335	338	340	344		352	354	356	401	405	409	413	415	424			640	640	137			
25	XM	WE-235		300	350	353	356	360		355	357	359	404		409	413	415	424			437	700				
541	MC	SU-129		300	349	352	354	358	405		406	408	413	417	423	427	429	438			451	451	SU-510			
133	MC			315	404	407	409	413	420		421	423	428	432	438	442	442	430			452	655	131			
136	XM	HO-144		315	404	407	409	413	420		421	423	428	432	438	442	442	430			452	655	131			
20	MC			330	419	422	424	428		410	412	414	419	424	428	430	439			452	648	133				
29	XL	WE-305		330	419	422	424	428		438	435	439	441	450	452	505	600			505	600	137				







SERVICE : WEEKDAY / NEW JERSEY TRANSIT  
 GARAGE : HOWELL, SUBURBAN ROUTES 139 -- LAKESIDE-OLD BRIDGE-NY VIA RT 9  
 SCHED.# : 8160 EFFECTIVE DATE: JAN/06/2003 / REVISD DATE: CORRECTED DATE: PAGE: 10 P.M.

FROM: FORT AUTHORITY BUS TERMINAL				TO: LAKEWOOD BUS TERMINAL																			
RUN	NOTE	GAR-OUT FR-LINE	DIH	NWYK PABT	OBRG SOTH	PERR INE	JAKE BRWN	SYRW SOTH	RT9& KLMR	UHRD PKRI	MARL GRNS	GORD CORN	SCHI BOFF	FREE CENT	FREE MALL	ADEL PHIA	STRK LAND	ALDR ROAD	LAKE PKRI	LVE WOOD	TIME	DH	GAR-IN TO-LINE
137	UM			910	950	951	952	954		1000	1002	1004	1007	1011	1014	1016	1022	1024	1024	1024	1024	1024	HO-1034
582	UL	SU- 749		920	1000	1001	1002	1004		1010	1012	1014	1017	1021	1024	1026	1032	1034	1034	1034	1034	1034	SU-1044
39	UL			930	1010	1011	1012	1014		1020	1022	1024	1027	1031	1038	1040	1046	1054	1054	1054	1054	1054	HO-1113
139	UM	133		950	1030	1031	1032	1034		1040	1042	1044	1047	1051	1054	1056	1102	1104	1104	1104	1104	1104	HO-1114
46	UF			1000	1040	1041	1042	1044		1050	1052	1054	1057	1101	1105	1108	1110	1116	1124	1124	1124	1124	HO-1145
40	UM	64		1020	1100	1101	1102	1104		1110	1112	1114	1117	1121	1124	1126	1132	1134	1134	1134	1134	1134	HO-1144
47	UL			1030	1110	1111	1112	1114		1120	1122	1124	1127	1131	1138	1140	1146	1154	1245	1245	1245	1245	HO-1214
140	UM	131		1050	1130	1131	1132	1134		1140	1142	1144	1147	1151	1154	1156	1202	1204	1204	1204	1204	1204	HO-1243
41	UF	64		1100	1140	1141	1142	1144		1150	1152	1154	1157	1201	1205	1208	1210	1216	1224	1224	1224	1224	HO-1244
42	UM	67		1120	1200	1201	1202	1204		1210	1212	1214	1217	1221	1224	1226	1232	1234	1234	1234	1234	1234	HO-113
43	UL			1130	1210	1211	1212	1214		1220	1222	1224	1227	1231	1238	1240	1246	1254	1254	1254	1254	1254	HO-145
44	UZ			1200	1240	1241	1242	1244		1250	1252	1254	1257	101	105	108	110	116	118	126	126	126	HO-230
45	UR			1245	125	126	127	129		135	137	139	142	146	153	155	201	203	211	211	211	211	HO-315
46	UQ			130	210	211	212	214		220	222	224	227	231	235	238	240	246	248	256	256	256	HO-415
47	MU			230	310	311	312	314		320	322	324	327	331	338	340	346	348	356	356	356	356	HO-415

AB ---Trip operates via Freehold Mall and bypasses ramp to Union Hill Road  
 AX ---Trip operates via Aldrich Rd Park Ride Lot, Freehold Mall and express between Gordons Corner and Old Bridge Park Ride Lot  
 CU ---Trip operates via Covered Bridge/Pease Rd Service and via Union Hill Park Ride Lot  
 EN ---Trip operates via Freehold Center and Englishtown Service  
 FB ---Trip bypasses ramp to Union Hill Rd  
 FC ---Trip operates via Freehold Center  
 FM ---Trip operates via Freehold Mall  
 JX ---Trip operates via Jackson Service, Aldrich Rd Park Ride Lot, Freehold Mall and express between Gordons Corner and Old Bridge Park Ride Lot  
 LA ---Trip operates via Aldrich Rd Park Ride Lot and Freehold Mall  
 IM ---Trip leaves from Platform 81 and operates via Freehold Center and Freehold Mall  
 LX ---Trip operates local via Aldrich Rd Park Ride Lot to Freehold Mall then non stop to Old Bridge Park Ride Lot (if seats are available and to give count  
 MC ---Trip operates via Freehold Mall and Freehold Center



MU ---Trip leaves from Platform 81 and operates via Union Hill Park Ride Lot, Freehold Center and Aldrich Park Ride Lot

NE ---Express to Rt 516 & Bushnell Rd then all stops via Englishtown Service and Freehold Center

SB ---Trip operates via combined Stonehurst/Raintree Routing and bypasses ramp to Union Hill Rd

SR ---Trip operates via combined Stonehurst/Raintree Routing

U ---Trip operates via Union Hill Road Park Ride Lot

UA ---Express to Union Hill Park Ride Lot then all stops via Freehold Center

UF ---Trip operates via Union Hill Park Ride Lot and Freehold Center and Mall

UL ---Trip operates via Union Hill Park Ride Lot and Freehold Center

UM ---Trip operates via Union Hill Park Ride Lot and Freehold Mall

UQ ---Trip leaves from Platform 81 and operates via Union Hill Park Ride Lot, Freehold Center and Mall and Aldrich Road Park Ride Lot

UR ---Trip operates via Union Hill Park Ride Lot, Freehold Center and Aldrich Rd Park Ride

UT ---Express to Union Hill Park Ride Lot then all stops via Freehold Center. Upon passenger request trip will serve the northbound stop at Howell Park Ride

UX ---Express to Union Hill Park Ride Lot then all stops

UZ ---Trip operates via Union Hill Park Ride Lot, Freehold Center and Mall and Aldrich Road Park Ride Lot

X ---Trip operates via Freehold Mall and express between Gordons Corner and Old Bridge Park Ride Lot

XC ---1st Stop Union Hill Park Ride Lot then via Covered Bridge/Pease Rd Service

XJ ---Express to Freehold Mall then all stops via Aldrich Park Ride Lot and via Jackson Service

XL ---Express to Freehold Mall then all stops via Aldrich Rd Park Ride Lot

XM ---Express to Union Hill Park Ride Lot then all stops via Freehold Mall

XP ---Express to Perrine Rd then all stops

XR ---Express to Gordons Corner then all stops via combined Raintree/Stonehurst Routing

XS ---Express to Gordons Corner, then all stops via Freehold Center. Upon passenger request trip will serve the northbound stop at Howell Park Ride

XU ---Express to Union Hill Park Ride Lot then all stops via Freehold Mall and Aldrich Park Ride Lot

XX ---Trip operates express via I-195

## EXHIBIT B

### **ROUTE 9 CORRIDOR SERVICE**

#### **NARRATIVE FOR EXHIBIT B - SCHEDULES**

The parties have agreed that the scheduled weekday trips for the Route 9 Corridor as described in Exhibit A shall be as set forth in Exhibit B. The parties also agree that the operation of the Route 9 Corridor service and any changes to the schedules in Exhibit B shall be made in accordance with the following criteria:

1. All schedules will be prepared in a manner that will use best efforts to maintain an average load of 41 passengers for buses operated throughout the peak periods as described herein.
2. The AM peak period shall include all scheduled trips with a scheduled arrival time at the Port Authority Bus Terminal between 6:15 AM and 10:00 AM and the PM peak period shall include all scheduled trips with a scheduled departure time from the Port Authority Bus Terminal between 3:00 PM and 7:30 PM.
3. Any bus of either NJ TRANSIT or Academy that serves any point or points on the Route 9 Corridor as described in Exhibit A during the AM or PM peak periods as described herein at any time or times during the term of this Agreement shall be considered to be part of the coordinated service governed by this Agreement.
4. Fifty-three (53%) of the peak period trips originating or terminating at Lakewood or Aldrich Road shall be operated by NJ TRANSIT and forty-seven (47%) percent shall be operated by Academy. Additions or deletions to this schedule shall be prepared in a manner that will use best efforts to maintain a 53% to 47% ratio for the peak period trips originating at Lakewood or Aldrich Road.
5. Sixty-six (66%) percent of all other peak period trips (i.e., excluding trips originating or terminating at Lakewood or Aldrich Road) in the combined AM and PM peak periods shall be operated by NJ TRANSIT and thirty-four (34%) percent of all such trips in the combined AM and PM peak periods shall be operated by Academy. Additions or deletions to this schedule shall be prepared in a manner that will use best efforts to maintain a 66% to 34% ratio for all other peak period trips.

6. Non-scheduled extra buses that are operated during either the AM or PM peak periods shall not be subject to the above proportional ratios between the carriers. NJ TRANSIT shall make all such decisions based on the availability of equipment and operators to address specific operational requirements. Reasonable efforts in these circumstances will be made to utilize buses of both Carriers.
7. Academy agrees to fully cooperate and support to the fullest extent in effectuating and providing information to NJ TRANSIT in relation to any service changes. Academy further agrees to review proposed schedules received from NJ TRANSIT and to provide NJ TRANSIT with run numbers within ten (10) business days of receipt of the schedules.
8. The Carriers agree to display trip run numbers in the front window of each bus used in this service.
9. Academy agrees to provide advance notice to NJ TRANSIT with as much time as may be available in the event that a scheduled trip will not be met.
10. Day to day operational decisions will be made by each carrier. However, NJ TRANSIT has complete and exclusive authority to make service adjustments and all dispatching decisions at the Port Authority Bus Terminal.
11. In the event of inclement weather or public emergencies, the Carriers agree to coordinate efforts to ensure uninterrupted transportation and the safety of passengers and their employees. However, the decision to suspend or cancel service from the Port Authority Bus Terminal will be made only by NJ TRANSIT, and Academy agrees to continue operation of its Route 9 Corridor service until NJ TRANSIT has concurred that the Route 9 Corridor service of Academy may be suspended or canceled.
12. Academy shall not be required to operate service on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
13. The carriers shall reduce service, where appropriate, on minor holidays, religious holidays, or other days on which reduced ridership is expected. Such holidays include: Martin Luther King Day, Presidents Day, Good Friday, Rosh Hashanah, Yom Kippur, Columbus Day, Election Day, Veterans Day, the Friday after Thanksgiving, Christmas Eve, New Years Eve. If NJ TRANSIT decides not to reduce service on these days, Academy may do so unilaterally but must give notice to NJ TRANSIT prior to the pick preceding such dates.

ROUTE 9 CORRIDOR FARES

ZONE	MUNICIPALITY	MONTHLY	ONE WAY	10 TRIP
9 Route 9 at Old Bridge Park/Ride	Sayreville	\$171.00	\$7.20	\$48.00
10 Old Bridge Park/Ride to Philips Drive	Old Bridge	\$184.00	\$7.85	\$52.50
11 Philips Drive to Robertsville Rd OR Old Bridge-Englishtown Road at Mounts Mills Road	Sayrewoods South Old Bridge Browntown	\$198.00	\$8.45	\$56.50
12 Robertsville Road to Schibianoff Road OR Old Bridge-Englishtown Road at Mounts Mills Rd to Jamesburg-Englishtown Road at Wenrock Road	Marlboro Manalapan Englishtown Tennent	\$215.00	\$9.10	\$61.00
13 Schibianoff Road to Adelphia Road OR Jamesburg-Englishtown Road at Wenrock Road to Throckmorton St. at Broad St.	Freehold Twp. Freehold Boro Adelphia	\$229.00	\$9.70	\$65.50
14 Adelphia Road to Georgia Tavern Road	Howell Twp.	\$243.00	\$10.30	\$70.50
15 Georgia Tavern Road to Metedeconk Creek OR Cooks Bridge Road at Manhattan Street	Howell. Twp.	\$257.00	\$10.90	\$74.50
16 Metedeconk Creek to Lakewood Terminal	Lakewood	\$272.00	\$11.50	\$78.50

Transfers, Continuing Trip Tickets, Family fares and Child fares are only available on NJ TRANSIT. Senior and Disabled half fares are available on both carriers.

**EXHIBIT D**

**ROUTE 9 CORRIDOR SERVICE**

**TICKET AND PASS REIMBURSEMENT PROCESS**

**General**

- All tickets and passes issued or honored by the Carriers pursuant to this Agreement and all reimbursements between the Carriers shall be based on the NJ TRANSIT tariff.
- Each carrier will submit a reimbursement report on a semi-monthly basis. The first reporting period shall include the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month and the second reporting period shall include the sixteenth (16<sup>th</sup>) through the end of the month.
- Commissions will be deducted by each party from the total amount due as reported on the reimbursement report in accordance with the following schedule of commissions:

Ticket Type	Commission	
	NJ TRANSIT	Academy
One Way	10%	4%
Ten Trip	5%	4%
Monthly Pass	3%	N/A

- Commissions payable by either party to the Port Authority or to commissioned ticket agents will be the responsibility of the selling carrier.
- Ticket and pass refunds will be handled by each carrier in accordance with their existing refund policies and procedures.

**One-Way and Ten-Trip Tickets**

- Reimbursement will be based on the actual number of tickets collected and forwarded to the other carrier, together with a reimbursement report.
- One-way tickets shall be valued in accordance with their tariff rate, less commission.
- Ten-trip tickets will be valued at one-tenth (1/10<sup>th</sup>) the ten-trip tariff rate, less the pro-rated commission.
- Each party will make reimbursement for tickets collected within fifteen (15) business days after the receipt of the reimbursement report and supporting tickets collected.

#### Monthly Passes

- Academy shall record on its register tapes or electronic fare registers each time it honors the NJ TRANSIT Monthly Pass and the zone for each such trip. Such records shall be maintained by Academy for at least two (2) years and shall be made available to NJ TRANSIT upon request.
- Academy shall be reimbursed for each honoring of the NJ TRANSIT Monthly Pass. The amount of such reimbursement per trip shall be based on the Monthly Pass tariff rate for that zone divided by forty-two (42), less the pro-rated commission.
- NJ TRANSIT will make reimbursement to Academy for NJ TRANSIT Monthly Passes honored by Academy within fifteen (15) business days after the receipt of the reimbursement report.

#### Cash Flow

- The Carriers recognize that NJ TRANSIT's only obligation under the provisions of this Agreement for ticket and pass reimbursement shall be to reimburse Academy for the NJ TRANSIT tickets accepted or passes honored by Academy on its Route 9 Corridor service to midtown Manhattan.
- The Carriers recognize that Academy's only obligation under the provisions of this Agreement for ticket and pass reimbursement shall be to reimburse NJ TRANSIT for the Academy tickets accepted by NJ TRANSIT on its Route 9 Corridor service to midtown Manhattan.
- In order to safeguard Academy's cash flow during the term of this Agreement, NJ TRANSIT agrees to advance Academy \$75,000 on the date of the commencement of coordinated service pursuant to this Agreement and an additional \$75,000 within fifteen (15) business days thereafter. Except for these initial cash advance payments and the requirements for timely payments as detailed above, the Carriers agree that NJ TRANSIT has no additional responsibility under this Agreement for sustaining the cash flow for Academy during the term of this Agreement.

EXHIBIT E

October 1983 Settlement Agreement and Consent Order

EXHIBIT B

SETTLEMENT AGREEMENT BETWEEN NEW JERSEY TRANSIT CORPORATION  
AND NEW YORK-KEANSBURG-LONG BRANCH BUS COMPANY

This Agreement made this 11 day of December, 1983 between the New Jersey Transit Corporation (NJ Transit), an instrumentality of the State of New Jersey and New York-Keansburg-Long Branch Bus Company (New York-Keansburg), a New Jersey corporation;

WITNESSETH:

WHEREAS, NJ Transit has contracted for the purchase of seven hundred commuter buses, pursuant to grant contracts with the Federal Urban Mass Transportation Administration, for the purpose of leasing such buses to its subsidiary, NJ Transit Bus Operations, Inc., and to certain private bus carriers in the State of New Jersey; and

WHEREAS, New York-Keansburg and two private citizens, John F. Horan and Donna Thompson, have brought suit in the United States District Court for the District of New Jersey against NJ Transit, the New Jersey Department of Transportation and four employees of NJ Transit, entitled New York-Keansburg Bus Company et al. v. New Jersey Transit Corporation et al., No. 83-2133 (D.R.D.), (hereinafter "No. 83-2133") seeking an order directing the lease of certain buses to New York-Keansburg and other relief as more fully set forth in the complaint; and

WHEREAS, the parties have agreed to settle this matter with NJ Transit agreeing to lease thirty new commuter buses and four rehabilitated commuter buses to New York-Keansburg and the parties having agreed to certain coordination of services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. NJ Transit and New York-Keansburg shall cause to be submitted on behalf of all the parties to the court action a consent order in the form attached



hereto as Exhibit A dismissing the Complaint, as amended, with prejudice, with all parties to bear their own costs, including attorneys' fees.

2. Within 5 days of the entry of the consent order, NJ Transit shall lease and deliver to New York-Keansburg twenty new commuter buses for use on New York-Keansburg's Route 35/36 services into New York City in accordance with the provisions of the lease document attached hereto as Exhibit B. An additional ten new commuter buses shall be leased and delivered to New York-Keansburg within ten days of December 30, 1983 which is the date the final group of buses is scheduled for delivery by the manufacturer to NJ Transit. In the event the final group of buses is delivered to NJ Transit after December 30, 1983, the ten buses will be leased within ten days of delivery of the final group of buses by the manufacturer. New York-Keansburg will also be leased three used commuter buses and one rehabilitated commuter bus as such buses become available to NJ Transit and ready for delivery, on the same terms and conditions as such buses are leased to other carriers in the State. New York-Keansburg's obligations under this Agreement shall survive the termination of the above leases for cause.

3. For NJ Transit's future purchases of commuter buses for the purpose of leasing such buses to private carriers, New York-Keansburg buses shall not be deemed ineligible for replacement because of New York-Keansburg's institution of Route 9 Corridor service prior to July 1, 1983 or its continued operation of Route 9 Corridor service into downtown Manhattan. So long as it has been determined that New York-Keansburg is eligible to receive buses, buses will be delivered in accordance with the allocation schedule.

4. For the purposes of this agreement "Route 9 Corridor service" shall mean the operation of any regularly scheduled motor bus service where passengers originate their trips (1) from any point in Middlesex and Monmouth Counties located west of the Garden State Parkway, or (2) from any point in Ocean County except Point Pleasant, New Jersey and the bus proceeds north to any point in the Borough of Manhattan, New York City, and return in the reverse direction.

5. After January 1, 1984, neither New York-Keansburg nor any affiliate of New York-Keansburg shall operate Route 9 Corridor service into midtown Manhattan, unless NJ Transit ceases such service and NJ Transit shall not operate Route 9 Corridor service from those communities presently served by New York-Keansburg into downtown Manhattan as evidenced in the attached Exhibit C, except service operated by NJ Transit to downtown Manhattan over Route 516 to Route 13 to the New Jersey Turnpike, unless New York-Keansburg ceases such service.

6. In the event another motor bus carrier institutes passenger service from the Route 9 Corridor communities serviced by New York-Keansburg into downtown Manhattan and such carrier subsequently becomes eligible to receive buses pursuant to N.J.A.C. 15:75-1.1 et seq. NJ Transit staff will bring to the attention of the NJ Transit Board the terms of this settlement agreement and will advise the Board that based on the terms of this settlement agreement New York-Keansburg would object to a lease of buses to such carrier. The Board, in making a decision on the matter, shall consider any objection made by New York-Keansburg. In the event NJ Transit determines to coordinate its Route 9 Corridor service into midtown with another carrier, it will give consideration to New York-Keansburg as the operator of such a coordinated service.

7. In the event it is determined that any federal or state regulatory approval is required for this agreement, NJ Transit and New York-Keansburg agree to file all required applications and to pursue same in good faith. The failure to obtain any required approval shall not constitute a breach of this Agreement.

8. If New York-Keansburg materially breaches the terms of this Agreement, in addition to any other remedies available at law or in equity, NJ Transit may, after giving New York-Keansburg written notice by certified mail, with a copy by certified mail to counsel of record in No. 83-2133, and thirty days to cure its breach:

- a. terminate the leases referred to in paragraph 2 and repossess the buses;
- b. obtain specific performance of this agreement by appropriate court action, with the costs incurred in seeking such performance.

attorneys' fees, being paid by New York-Keansburg; and

c. declare New York-Keansburg ineligible for leasing any additional buses from NJ Transit that may become available in the future pursuant to NJ Transit's bus procurement programs.

In the event of a material breach of the terms of this Agreement, New York-Keansburg specifically waives its right to challenge the remedies in this paragraph a for any reason, including but not limited to any claim or issue made or raised in No. 83-2133, before any administrative agency or any court of law. For the purposes of this paragraph, a material breach shall mean noncompliance with sections 5 or 7 of this Agreement.

9. If NJ Transit materially breaches the terms of this Agreement, in addition to any other remedies available at law or in equity, New York-Keansburg may, after giving NJ Transit written notice by certified mail, with a copy by certified mail to counsel of record in No. 83-2133, and thirty days to cure the breach, obtain specific performance of this agreement by appropriate court action, with the costs incurred in seeking such enforcement, including reasonable attorneys' fees, being paid by NJ Transit.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers on this 14 day of June, 1983.

NEW YORK-KEANSBURG LONG BRANCH BUS COMPANY

By: [Signature]

Frank Tedesco, President

NEW JERSEY TRANSIT CORPORATION

By: [Signature]

John Sheridan, Chairman

DOCKET A

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

NEW YORK-KEANSBURG BUS  
COMPANY, a corporation of the  
State of New Jersey, JOHN F. HORAN,  
and DONNA THOMPSON, individually,

Plaintiffs,

vs.

NEW JERSEY TRANSIT CORPORATION,  
a body corporate of the State of  
New Jersey, THE DEPARTMENT OF  
TRANSPORTATION OF THE STATE OF  
NEW JERSEY, et al

Defendants.

HONORABLE DICKINSON R. DEBEVOISE

CONSENT ORDER  
DISMISSING COMPLAINT

The parties to this matter, having agreed to a settlement as set forth in the attached settlement agreement and the consent of the parties to this Order appearing below;

IT IS ORDERED on this \_\_\_\_\_ day of \_\_\_\_\_, 1983 that the Complaint is dismissed, with prejudice, as to all parties, all parties to bear their own costs, including attorney fees.

Dickinson R. Debevoise  
United States District Judge

The undersigned hereby consent to the form and entry of this Order.

KREGLER, FERRARA, FLYNN AND CATALINA, ESQS.  
Attorneys for Plaintiffs, New York-Keansburg  
Bus Company, John F. Horan and Donna Thompson

By: S/ JOSEPH J. FERRARA  
Joseph J. Ferrara, Esq.

IRWIN I. KIMMELMAN  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Defendants New Jersey  
Transit Corporation, New Jersey Department  
of Transportation, Jerome C. Premo,  
Albert R. Hasbrouck, Stanley Feinsod  
and Laurie Lewis

**APPENDIX 2**

**EXCERPTS FROM APPLICANTS' CERTIFICATES**

INTERSTATE COMMERCE COMMISSION

CORRECTED CERTIFICATE\*

SERVICE DATE

APR 19 1985

No. MC-3647 (Sub-No. 481)X

NJ TRANSIT BUS OPERATIONS, INC.  
(Maplewood, NJ)

This Certificate is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); and tariffs or schedules (49 CFR 1300 through 1310, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For common carriers with irregular route authority: Any irregular route authority authorized in this Certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

(SEAL)

JAMES H. BAYNE  
Secretary

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

Supersedes: No. MC-3647 and (Sub-Nos. 2, 15, 26, 36, 56, 78, 102, 103, 107, 119, 126, 131, 137, 167, 168, 185, 191, and 192.

return over Broadway to junction Shell Road, then over Shell Road to junction Maple Avenue, then over Maple Avenue to junction Broad Street, then over Broad Street to junction Main Street, then over Main Street to junction Penn Street, then over Penn Street to junction Harmony Street, then over Harmony Street to junction Delaware Street, then over Delaware Street to junction Main Street, and then over Main Street to Penns Grove Ferry.

between New York, NY, and Atlantic City, NJ, serving all intermediate points:

from New York over U.S. Hwy. 1 (through the Holland Tunnel) to Jersey City, NJ, then over U.S. Hwy. 1 (formerly New Jersey Hwy. 25) to East New Brunswick, NJ, then over New Jersey Hwy. 18 (formerly New Jersey Hwy. S28) to Old Bridge NJ, then over New Jersey Hwy. 527 (formerly New Jersey unnumbered highway) to Englishtown, NJ, then over New Jersey Hwy. 522 (formerly unnumbered highway) to Freehold, NJ, then over U.S. Hwy. 9 to Absecon, NJ, and then over the Absecon Boulevard, NJ, to Atlantic City (also from New York over U.S. Hwy. 1 (through the Holland Tunnel) to Jersey City, NJ, then over U.S. Hwy. 1 (formerly New Jersey Hwy. 25) to junction New Jersey Hwy. 35 (formerly New Jersey Hwy. 4), then over New Jersey Hwy. 35 to Woodbridge, NJ, then over U.S. Hwy. 9 to Absecon, NJ, then over U.S. Hwy. 30 to Atlantic City), and return over the same routes.

RESTRICTION: The operations authorized over the route directly above are restricted against the transportation of passengers and their baggage and express and newspapers moving between any point in New Brunswick, NJ, west of U.S. Hwy. 1, on the one hand, and, on the other, New York, NY, on service operated via Interchange No. 9 of the New Jersey Turnpike in East Brunswick, NJ.

between Jersey City, NJ, and New York, NY, serving all intermediate points:

from depressed traffic circle on the Pulaski Skyway near Hudson Boulevard in Jersey City over Tonnelle Avenue to junction New Jersey Hwy. 3, then over New Jersey Hwy 3 to junction Depressed Hwy., then over Depressed Hwy. to junction Overhead Hwy., then over Overhead Hwy. to the Lincoln Tunnel Plaza, and then through the Lincoln Tunnel to New York, and return over the same route.

between Fort Dix, NJ, and New York, NY, serving all intermediate points:

from Fort Dix over unnumbered highway to junction U.S. Hwy. 206, then over U.S. Hwy. 206 to junction U.S. Hwy. 130 (formerly portion New Jersey Hwy. 25) near Bordentown, N.J., then over U.S. Hwy. 130 to junction U.S. Hwy. 1 (formerly portion New Jersey Hwy. 25), then over U.S. Hwy. 1 to Jersey City, NJ, then through the Holland Tunnel to New York, and return over the same route.

between Moorestown, NJ, and Philadelphia, PA, serving all intermediate points:

from Moorestown over unnumbered county roads via Lenola, Maple Shade, Colwick, Merchantville, and Pennsauken to Camden, NJ, and then over the Delaware River Bridge to Philadelphia, and return over the same route.

\*This sheet supersedes Sheet No. 14 of Certificate No. MC-3647 (Sub-No. 481)X, served April 19, 1985.

Between points in New Jersey as follows:

From the George Washington Bridge Interchange of the New Jersey Turnpike over said Turnpike to the Delaware Memorial Bridge Interchange.

From junction U.S. Hwy 46 and access road, over access roads to New Jersey Turnpike at George Washington Bridge Interchange.

From junction New Jersey Hwy 3 (Depressed Cut) and Marginal Ramp leading to Hudson County Boulevard, North Bergen, over New Jersey Hwy 3 and access roads to New Jersey Turnpike at Lincoln Tunnel Interchange.

From junction New Jersey Hwy 3 and access road, North Bergen, over access roads to New Jersey Turnpike at Lincoln Interchange.

From junction Raymond Boulevard and access road, Newark, over access roads to New Jersey Turnpike at Newark-Jersey City Interchange.

From junction New Jersey Hwy 25 and Port Street, Newark, over Port Street and access roads to New Jersey Turnpike at Newark Airport Interchange.

From junction New Jersey Hwy 25 and South Broad Street, Elizabeth, over South Broad Street to Bayway, then over Bayway to Trenton Avenue, then over Trenton Avenue, and access roads to New Jersey Turnpike at Elizabeth Interchange.

From junction New Jersey Hwy 35 and access road, over access roads to New Jersey Turnpike at Woodbridge-Amboys Interchange.

From junction New Jersey Hwy S-28 and access road, over access roads to New Jersey Turnpike at New Brunswick Interchange.



- (16) Between Woodbridge, N.J., and Egg Harbor Township, N.J., serving all intermediate points:

From junction U.S. Highway 9 and Garden State Parkway Interchange 127 in Woodbridge over Garden State Parkway and access roads to junction U.S. Highway 40 (Black Horse Pike), and Tilton Road (Atlantic County Road 30) at Garden State Parkway Interchange 36 in Egg Harbor Township, and return over the same route.

In Sayreville, N.J., serving all intermediate points:

From junction Garden State Parkway Interchange 123 in Sayreville over access roads to junction U.S. Highway 9, and return over the same route.

Between Brick Township, N.J. and Lakewood, N.J., serving all intermediate points:

From junction Garden State Parkway Interchange 91 and Ocean County Road 549 in Brick Township over access roads and Ocean County Road 549 to junction New Jersey Highway 83 in Lakewood Township, and return over the same route.

Between Lakewood Township, N.J., and Brick Township, N.J., serving all intermediate points:

From junction New Jersey Highway 83 and Ocean County Road 549 in Lakewood Township over Ocean County Road 549 and access roads to Garden State Parkway Interchange 90 in Brick Township, and return over the same route.

In Dover Township, N.J., serving all intermediate points:

From junction Garden State Parkway Interchange 83 in Dover Township over access roads to junction U.S. Highway 9, and return over the same route.

In Dover Township, N.J., serving all intermediate points:

From junction Garden State Parkway Interchange 82 in Dover Township over access roads to junction New Jersey Highway 37, and return over the same route.

In Dover Township, N.J., serving all intermediate points:

From junction Garden State Parkway Interchange 81 in Dover Township over access roads to junction unnumbered highways in Toms River, Dover Township, N.J., and return over the same route.



U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

400 7th Street SW  
Washington, DC 20590

**SERVICE DATE**  
December 26, 2001

**CERTIFICATE**

**MC-414016-C**  
**ACADEMY LINES, L.L.C**  
**HOBOKEN, NJ**

This Certificate is evidence of the carrier's authority to engage in transportation as a **common carrier of passengers** by motor vehicle in interstate, intrastate and foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The carrier shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

The transportation service to be performed is described on the reverse side of this document. Authority to transport passengers over regular routes includes authority to serve all intermediate points on these routes, as specified at 49 CFR 356.3.

Terry Shelton, Director  
Office of Data Analysis & Information Systems

**NOTE:** Carrier is authorized to provide regular-route passenger transportation in intrastate commerce and also must comply with requirements at 49 USC § 13902(b)(5) to establish rates, rules, and practices under applicable State laws.

**CONDITION:** The carrier is authorized to provide intrastate passenger transportation service under this certificate only if the carrier also provides substantial regularly scheduled interstate passenger transportation service on the same route.

**TACKING AND JOINDER:** Any irregular route authority in this Certificate may not be tacked or joined with other irregular route authority unless joinder is specifically authorized. Any regular routes authorized in this Certificate may be tacked or joined with one another and with other interstate regular route authority you hold, at any common service points, unless joinder is specifically prohibited.

**NOTE:** Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

CPA

Interstate common carrier of passengers over regular routes:

(1) BETWEEN JUNCTION NEW JERSEY TURNPIKE AND NEW JERSEY HIGHWAY 1-9 AND NEW YORK, NY: FROM JUNCTION NEW JERSEY TURNPIKE AND NEW JERSEY HIGHWAY 1-9 OVER NEW JERSEY HIGHWAY 1-9 TO JUNCTION NEW JERSEY HIGHWAY B.R. 1-9, THEN OVER NEW JERSEY HIGHWAY B.R. 1-9 AND THROUGH THE HOLLAND TUNNEL TO NEW YORK, NY, AND RETURN OVER THE SAME ROUTE OR ALTERNATIVELY, BETWEEN NEW JERSEY TURNPIKE AT EXIT 14 C TO MONTGOMERY STREET, EAST ON MONTGOMERY STREET TO HUDSON STREET, NORTH ON HUDSON STREET TO CHRISTOPHER COLUMBUS DRIVE, WEST ON CHRISTOPHER COLUMBUS DRIVER TO WASHINGTON BOULEVARD, NORTH ON WASHINGTON BOULEVARD TO 6TH STREET, WEST ON 6TH STREET, TO LUIS MUNOZ MARIN BOULEVARD, NORTH ON LUIS MUNOZ MARIN BOULEVARD TO HOLLAND TUNNEL, OVER CITY STREETS TO THE WORLD TRADE CENTER.

(2) BETWEEN ASBURY PARK, NJ, AND NEW YORK, NY: FROM ASBURY PARK OVER NJ HIGHWAY 71 TO JUNCTION NJ HIGHWAY 35, AT OR NEAR EATONTOWN, NJ, THEN OVER NJ HIGHWAY 35 TO INTERSECTION POOLE AVENUE, AT OR NEAR HAZLET, NJ, THEN OVER POOLE AVENUE TO INTERSECTION MIDDLE ROAD, THEN OVER MIDDLE ROAD TO INTERSECTION NJ HIGHWAY 36, THEN OVER NJ HIGHWAY 36 TO INTERCHANGE NO. 117 OF THE GARDEN STATE PARKWAY, THEN OVER THE GARDEN STATE PARKWAY TO JUNCTION NEW JERSEY TURNPIKE, THEN OVER THE NEW JERSEY TURNPIKE TO INTERCHANGE NO. 14, THEN OVER U.S. HIGHWAYS 1/9 TO JERSEY CITY, NJ, THEN THROUGH THE HOLLAND TUNNEL TO NEW YORK, NY AND RETURN OVER THE SAME ROUTE, OR ALTERNATIVELY BETWEEN NEW JERSEY TURNPIKE AT EXIT 14 C TO MONTGOMERY STREET, EAST ON MONTGOMERY STREET TO HUDSON STREET, NORTH ON HUDSON STREET TO CHRISTOPHER COLUMBUS DRIVE, WEST ON CHRISTOPHER COLUMBUS DRIVER TO WASHINGTON BOULEVARD, NORTH ON WASHINGTON BOULEVARD TO 6TH STREET, WEST ON 6TH STREET, TO LUIS MUNOZ MARIN BOULEVARD, NORTH ON LUIS MUNOZ MARIN BOULEVARD TO HOLLAND TUNNEL, OVER CITY STREETS TO THE WORLD TRADE CENTER

(3) BETWEEN GARDEN STATE PARKWAY INTERCHANGE 127 IN WOODBRIDGE, NJ AND JUNCTION OF NEW JERSEY HIGHWAY 440 AND U.S. HIGHWAY 9 IN WOODBRIDGE, NJ, SERVING NO INTERMEDIATE POINTS AND SERVING THE JUNCTION OF NEW JERSEY HIGHWAY 440 AND U.S. HIGHWAY 9 FOR PURPOSES OF JOINDER ONLY: FROM GARDEN STATE PARKWAY INTERCHANGE 127 OVER GARDEN STATE PARKWAY ACCESS ROADS TO THE JUNCTION NEW JERSEY HIGHWAY 440, THEN OVER NEW JERSEY HIGHWAY 440 TO JUNCTION NEW JERSEY HIGHWAY 440 AND U.S. HIGHWAY 9 AND RETURN OVER THE SAME ROUTES, OR ALTERNATIVELY BETWEEN NEW JERSEY TURNPIKE AT EXIT 14 C TO MONTGOMERY STREET, EAST ON MONTGOMERY STREET TO HUDSON STREET, NORTH ON HUDSON STREET TO CHRISTOPHER COLUMBUS DRIVE, WEST ON CHRISTOPHER COLUMBUS DRIVER TO WASHINGTON BOULEVARD, NORTH ON WASHINGTON BOULEVARD TO 6TH STREET, WEST ON 6TH STREET, TO LUIS MUNOZ MARIN BOULEVARD, NORTH ON LUIS MUNOZ MARIN BOULEVARD TO HOLLAND TUNNEL, OVER CITY STREETS TO THE WORLD TRADE CENTER.

(4) BETWEEN LAKEWOOD, NJ AND NEW YORK, NJ: FROM LAKEWOOD OVER LOCAL STREETS TO JUNCTION U.S. HIGHWAY 9; THEN NORTH OVER U.S. HIGHWAY 9 TO JUNCTION GARDEN STATE PARKWAY; THEN NORTH OVER GARDEN STATE PARKWAY TO JUNCTION NEW JERSEY TURNPIKE; THEN NORTH OVER NEW JERSEY TURNPIKE TO JUNCTION INTERSTATE HIGHWAY 495; THEN EAST OVER INTERSTATE HIGHWAY 495 TO PORT AUTHORITY TERMINAL, NEW YORK, NY; THEN OVER LOCAL STREETS IN NEW YORK, NY TO WORLD TRADE CENTER, NEW YORK, NY; AND RETURN OVER THE SAME ROUTE, SERVING ALL INTERMEDIATE POINTS, OR ALTERNATIVELY, BETWEEN NEW JERSEY TURNPIKE AT EXIT 14 C TO MONTGOMERY STREET, EAST ON MONTGOMERY STREET TO HUDSON STREET, NORTH ON HUDSON STREET TO CHRISTOPHER COLUMBUS DRIVE, WEST ON CHRISTOPHER COLUMBUS DRIVER TO WASHINGTON BOULEVARD, NORTH ON WASHINGTON BOULEVARD TO 6TH STREET, WEST ON 6TH STREET, TO LUIS MUNOZ MARIN BOULEVARD, NORTH ON LUIS MUNOZ MARIN BOULEVARD TO HOLLAND TUNNEL, OVER CITY STREETS TO THE WORLD TRADE CENTER.



U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

400 7th Street SW  
Washington, DC 20590

SERVICE DATE  
October 09, 2001

**CERTIFICATE**

**MC-414016-C**  
**ACADEMY LINES, L.L.C**  
**HOBOKEN, NJ**

This Certificate is evidence of the carrier's authority to engage in transportation as a common carrier of passengers by motor vehicle in interstate, intrastate and foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The carrier shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

The transportation service to be performed is described on the reverse side of this document. Authority to transport passengers over regular routes includes authority to serve all intermediate points on these routes, as specified at 49 CFR 356.3.

Terry Shelton, Director  
Office of Data Analysis & Information Systems

**NOTE:** Carrier is authorized to provide regular-route passenger transportation in intrastate commerce and also must comply with requirements at 49 USC § 13902(b)(5) to establish rates, rules, and practices under applicable State laws.

**CONDITION:** The carrier is authorized to provide intrastate passenger transportation service under this certificate only if the carrier also provides substantial regularly scheduled interstate passenger transportation service on the same route.

**TACKING AND JOINDER:** Any irregular route authority in this Certificate may not be tacked or joined with other irregular route authority unless joinder is specifically authorized. Any regular routes authorized in this Certificate may be tacked or joined with one another and with other interstate regular route authority you hold, at any common service points, unless joinder is specifically prohibited.

**NOTE:** Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

CPA

C) BETWEEN RED BANK AND SHREWSBURY AND LINCROFT, NJ: FROM JUNCTION NEW JERSEY HIGHWAY 35 AND COUNTY HIGHWAY 520 IN RED BANK AND SHREWSBURY OVER COUNTY HIGHWAY 520 TO JUNCTION LINCROFT ROAD IN LINCROFT, NJ.

48) BETWEEN EATONTOWN AND OCEANPORT, NJ: FROM JUNCTION NEW JERSEY HIGHWAY 35 AND NEW JERSEY HIGHWAY 36 IN EATONTOWN OVER NEW JERSEY HIGHWAY 36 TO JUNCTION OCEANPORT AVENUE, THEN OVER OCEANPORT AVENUE TO OCEANPORT, NJ.

49) BETWEEN LITTLE SILVER AND RED BANK, NJ: FROM JUNCTION COUNTY HIGHWAY 520 AND BRANCH AVENUE IN LITTLE SILVER OVER COUNTY HIGHWAY 520 TO JUNCTION COUNTY HIGHWAY 34 IN RUMSON, THEN OVER COUNTY HIGHWAY 34 TO NEW JERSEY HIGHWAY 35 IN RED BANK.

50) BETWEEN RUMSON AND FAIR HAVEN, NJ: FROM JUNCTION COUNTY HIGHWAY 520 AND FAIR HAVEN ROAD IN RUMSON OVER FAIR HAVEN ROAD TO JUNCTION COUNTY HIGHWAY 10 IN FAIR HAVEN.

51) BETWEEN RUMSON AND MIDDLETOWN, NJ: FROM JUNCTION BINGHAM AVENUE AND COUNTY HIGHWAY 10 IN RUMSON OVER OCEANIC BRIDGE TO MIDDLETOWN, AND RETURN OVER THE SAME ROUTES, SERVING ALL INTERMEDIATE POINTS.

52) BETWEEN FREEHOLD, NJ, AND MATAWAN, NJ, SERVING THE INTERMEDIATE POINTS OF EAST FREEHOLD, MARLBORO, BRADVELT, WICKATUNK, MORGANVILLE, AND FRENEAU, NJ: FROM THE UNION BUS TERMINAL ON WEST MAIN STREET IN THE BOROUGH OF FREEHOLD, NEAR THROCKMORTON STREET, OVER MAIN STREET TO JUNCTION NEW JERSEY HIGHWAY 79; THEN OVER NEW JERSEY HIGHWAY 79 THROUGH FREEHOLD TOWNSHIP AND MARLBORO TOWNSHIP, NJ, TO THE BOROUGH OF MATAWAN, THEN OVER MAIN STREET IN MATAWAN TO THE RAILROAD STATION OF THE NEW YORK AND LONG BEACH RAILROAD COMPANY, AND RETURN OVER THE SAME ROUTE.

53) BETWEEN JUNCTION NEW JERSEY HIGHWAY 25 AND NEW JERSEY HIGHWAY 1 IN JERSEY CITY, NJ, AND NEW YORK, NJ: FROM JUNCTION NEW JERSEY HIGHWAY 25 AND NEW JERSEY HIGHWAY 1 OVER NEW JERSEY HIGHWAY 1 TO JUNCTION NEW JERSEY HIGHWAY 3, THEN OVER NEW JERSEY HIGHWAY 3 (ALSO KNOWN AS DEPRESSED HIGHWAY, MARGINAL HIGHWAY, AND MARGINAL STREET) TO THE LINCOLN TUNNEL, AND THEN THROUGH THE LINCOLN TUNNEL TO NEW YORK, AND RETURN OVER THE SAME ROUTE.

54) BETWEEN SOUTH AMBOY, NJ, AND THE JUNCTION OF U.S. HIGHWAY 1 AND NEW JERSEY HIGHWAY 35: FROM SOUTH AMBOY, NJ, OVER NEW JERSEY HIGHWAY 35 TO JUNCTION U.S. HIGHWAY 1, AND RETURN OVER THE SAME ROUTE.

55) BETWEEN NEW YORK, NY, AND ATLANTIC CITY, NJ: FROM NEW YORK THROUGH THE LINCOLN TUNNEL TO WEEHAWKEN, NJ, THEN OVER NEW JERSEY HIGHWAY 495 TO INTERCHANGE NO. 16-E OF THE NEW JERSEY TURNPIKE TO JUNCTION GARDEN STATE PARKWAY, THEN OVER THE GARDEN STATE PARKWAY TO JUNCTION ATLANTIC CITY EXPRESSWAY, THEN OVER THE ATLANTIC CITY EXPRESSWAY TO ATLANTIC CITY, AND RETURN OVER THE SAME ROUTE; SERVING ALL INTERMEDIATE POINTS.

56) BETWEEN NEW YORK, NY, AND ATLANTIC CITY, NJ: FROM NEW YORK THROUGH THE LINCOLN TUNNEL, OVER INTERSTATE HIGHWAY 495 TO JUNCTION NEW JERSEY TURNPIKE; THEN OVER NEW JERSEY TURNPIKE TO JUNCTION GARDEN STATE PARKWAY, NJ; THEN OVER THE GARDEN STATE PARKWAY TO JUNCTION U.S. HIGHWAY 30; THEN OVER U.S. HIGHWAY 30 TO ATLANTIC CITY, SERVING ALL INTERMEDIATE POINTS.

57) BETWEEN NEW YORK, NY, AND SECAUCUS, NJ: FROM NEW YORK THROUGH THE LINCOLN TUNNEL AND OVER INTERSTATE HIGHWAY 495 TO INTERSECTION PARK AVENUE, THEN OVER PARK AVENUE TO INTERSECTION WILLOW AVENUE, THEN OVER WILLOW AVENUE TO INTERSECTION 14TH STREET, THEN OVER 14TH STREET TO INTERSECTION WASHINGTON AVENUE, THEN OVER WASHINGTON AVENUE TO INTERSECTION OBSERVER HIGHWAY, THEN OVER OBSERVER HIGHWAY TO INTERSECTION GROVE STREET, THEN OVER GROVE STREET TO INTERSECTION NEWARK AVENUE, THEN OVER NEWARK AVENUE TO INTERSECTION PALISADE AVENUE, THEN OVER PALISADE AVENUE TO INTERSECTION PATERSON PLANK ROAD, THEN OVER PATERSON PLANK ROAD TO SECAUCUS, NJ, AND RETURN OVER THE SAME ROUTE, SERVING ALL INTERMEDIATE POINTS.

58) BETWEEN LAKEWOOD, NJ AND NEW YORK, NJ: FROM LAKEWOOD OVER LOCAL STREETS TO JUNCTION U.S. HIGHWAY 9; THEN NORTH OVER U.S. HIGHWAY 9 TO JUNCTION GARDEN STATE PARKWAY; THEN NORTH OVER GARDEN STATE PARKWAY TO JUNCTION NEW JERSEY TURNPIKE; THEN NORTH OVER NEW JERSEY TURNPIKE TO JUNCTION INTERSTATE HIGHWAY 495; THEN EAST OVER INTERSTATE HIGHWAY 495 TO PORT AUTHORITY TERMINAL, NEW YORK, NY; THEN OVER LOCAL STREETS IN NEW YORK, NY TO WORLD TRADE CENTER, NEW YORK, NY; AND RETURN OVER THE SAME ROUTE, SERVING ALL INTERMEDIATE POINTS.

**APPENDIX 3**

**PROPOSED FEDERAL REGISTER NOTICE**

PROPOSED FEDERAL REGISTER NOTICE

NOTICE

STB Docket No. MC-F-20994

NJ TRANSIT BUS OPERATIONS, INC.

-POOLING-

ACADEMY LINES, L.L.C.

NJ TRANSIT Bus Operations, Inc., and Academy Lines, L.L.C., have filed a Joint Application seeking Board approval of their agreement to pool their commuter bus operations between points along the Route 9 Corridor in New Jersey and the Port of New York and New Jersey Bus Terminal in New York, NY. Their Joint Application states that the proposed pooling of the bus lines' schedules will result in better service to the public, render operations more economical and will not unreasonably restrain competition. Applicants have asked the Board to approve their agreement without hearing.

The application can be viewed on the Board's web page, [www.stb.dot.gov](http://www.stb.dot.gov), and copies of the application may be secured by contacting Applicants' representatives: E. Phillip Isaac, Esq., Deputy Attorney General, State of New Jersey, One Penn Plaza East (6th fl.), Newark, NJ 07105-2246 (973) 491-7037 or Joseph J. Ferrara, Esq. 111 Paterson Avenue, Hoboken, New Jersey 07030 (201)

798-5030.

Anyone seeking to comment on the application will need to file an original and ten copies with the Secretary, Surface Transportation Board, 1925 K Street, NW, Washington, DC 20423-0001, and serve copies upon Applicants' representatives. The commentator should specify its interest and discuss its view of the effect of the application upon service and competition. Comments should be filed in twenty days' time and will receive the Board's consideration.